



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DTR PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC

Introduction

The tenant applies to recover a \$247.50 security deposit, doubled pursuant to s. 38 of the *Residential Tenancy Act* (the “RTA”) and two months’ rent paid after the tenancy ended.

The landlord did not attend the hearing within ten minutes after its scheduled start time. It has not filed material.

Issue(s) to be Decided

Has the landlord been served with the application and notice of hearing? If so, does the relevant evidence show that the tenant is entitled to any monetary relief?

Background and Evidence

The rental unit is a bachelor apartment. The tenancy started in November 2014. The monthly rent was \$495.00. The landlord holds a \$247.50 security deposit.

The tenant’s advocate filed a corporate search of the landlord corporation indicating its registered address. She showed that the landlord was served with the application and notice of this hearing by registered mail to that address sent December 10, 2015. Canada Post records for the mail (tracking number shown on cover page) show that it was delivered and signed for by someone on behalf of the landlord on December 11, 2015.

I find that the landlord has been duly served. By its absence I conclude that this application is unopposed.

The tenant testifies that he was physically removed without cause from his rental unit by the landlord on January 4, 2015. His belongings were retained by the landlord. He has not returned to the premises.

He paid January rent by an arranged direct payment from the welfare office to the landlord. In due course the welfare office also sent the landlord the rent for February. The landlord has kept that money.

Ms. S. testifies that in September 2015 her office sent the landlord a letter on behalf of the tenant requesting the security deposit and providing the tenant's forwarding address.

The landlord has not repaid the deposit money or made application to keep it.

Analysis

Based on this evidence I find that the tenant was wrongly evicted from his rental unit on January 4, 2015.

He is entitled to recover the rent remaining for the balance of January. I award him \$447.10.

The landlord wrongly retained the February rent payment. I award the tenant \$495.00 in that regard.

The landlord has no apparent ground to retain the \$247.50 security deposit. The tenant is entitled to its return.

The landlord has failed to either repay the deposit money or make application to keep it within 15 days after receipt of the tenant's forwarding address in writing. Pursuant to s. 38 of the *RTA* the tenant is entitled to double the deposit amount. I award him the amount of \$495.00.

Conclusion

The tenant will have a monetary order against the landlord in the amount of \$1437.10.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 30, 2016

Residential Tenancy Branch

