



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, OLC

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$820.00 and recovery of his filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on February 3, 2016; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on February 18, 2012 and, at that time, he paid a security deposit of \$410.00.

The applicant further testified that he vacated the rental unit on June 30, 2015, and at that time, gave the landlord a forwarding address in writing.

The applicant further testified that he gave his forwarding address in writing on a second occasion, by registered mail that was mailed on February 1, 2016.

The applicant further testified that the landlord has failed to return any of his deposit and has not applied for dispute resolution to get an order to keep any of the deposit.

The applicant further testified that he has not given the landlord any permission to keep any of his deposit, and he is therefore requesting an order for return of double his deposit, since the landlord did not return the deposit within the required timeframe.

Analysis

I have reviewed the evidence provided by the tenant, and it is my finding that the tenant has shown that a security deposit of \$410.00 was paid on February 18, 2012, as is shown by the receipt supplied in the tenant's evidence.

It is also my finding that the tenant has shown that a forwarding address in writing was sent to the landlord by registered mail which was mailed on February 1, 2016 and therefore is deemed received on February 6, 2016.

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on June 30, 2015, and the landlord had a forwarding address in writing by February 6, 2016, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a security deposit of \$410.00, and therefore the landlord must pay \$820.00 to the tenant.

I also allow the tenants request for recovery of the \$100.00 filing fee.

Conclusion

Pursuant to sections 38, 67, and 72 of the Residential Tenancy Act I have issued an order for the respondent to pay \$920.00 to the applicant.

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: October 18, 2016

Residential Tenancy Branch

