



Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding SUPERMEN PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

The tenant applies for return of a \$375.00 security deposit, doubled pursuant to s.38 of the *Residential Tenancy Act* (the “Act”).

No representative of the corporate landlord attended for the hearing within ten minutes after its scheduled start time.

The tenant testifies that she served the landlord by sending her application and the notice of hearing to it at the address for service provided by the landlord in the written tenancy agreement.

Canada Post records for the mail (tracking number shown on cover page of this decision) show that the mail was sent April 4, 2017 and the next day it was “returned to sender.” The tenant testifies that Canada Post marked on the envelope the words “moved, unknown.”

On this evidence I find that the tenant has complied with the service requirements of s.89 of the *Act* and that the landlord has been duly served.

The tenant testifies that she paid a \$375.00 security deposit, that she returned the keys to the landlord on January 31, 2017, that she gave the landlord her forwarding address in writing on January 31, 2017 and that she has not received her deposit money back.

In these circumstances, by operation of s.38, the tenant is entitled to recover double her deposit money. I award her \$750.00, as claimed. There is no claim for recovery of any filing fee.

The tenant will have a monetary order against the landlord in the amount of \$750.00.

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: August 30, 2017

Residential Tenancy Branch