



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of the security deposit.

The tenant attended the hearing and gave affirmed testimony, however the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call. The tenant testified that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on May 19, 2017. The tenant has provided copies of a Canada Post cash register receipt and Registered Domestic Customer Receipt addressed to the landlord, both bearing that date, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Has the tenant established a monetary claim for return of all or part or double the amount of the security deposit?

### Background and Evidence

The tenant testified that this month-to-month tenancy began on November 11, 2016 and ended on March 2, 2017. Rent in the amount of \$500.00 per month was payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$300.00 as well as half a month's rent for the first partial month of the tenancy. Copies of the tenant's bank statements have been provided for this hearing.

The tenant further testified that on May 16, 2017 the tenant sent a letter to the landlord by registered mail which contained the tenant's forwarding address. Copies of proof of

that service have been provided for this hearing as well as a copy of the letter containing the tenant's forwarding address. The tenant testified that phone calls, texts and messages have been ignored by the landlord.

### Analysis

The *Residential Tenancy Act* states that a landlord must return a security deposit to a tenant in full within 15 days after the later of the date the tenancy ends or the date the landlord receive the tenant's forwarding address in writing, or must make an application for dispute resolution claiming against it within that 15 day period. If the landlord fails to do either, the landlord must repay the tenant double the amount.

I have reviewed the evidentiary material and accept the testimony of the tenant that the tenant's forwarding address was sent to the landlord by registered mail on May 16, 2017, which is deemed to have been served 5 days later. The landlord has not returned the security deposit, and I have no application by the landlord claiming against it, and I am satisfied that the tenant has established a claim for double the amount, \$600.00.

### Conclusion

For the reasons set out above I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$600.00.

This order is final and binding and may be enforced.

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: September 14, 2017

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Residential Tenancy Branch