



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

The tenant applies to recover a \$200.00 security deposit.

The respondent landlord did not attend the hearing within ten minutes after its scheduled start time at 1:30 p.m. on December 10, 2018. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the tenant and this arbitrator were the only ones who had called into this teleconference during that period. The applicant tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony/affirmed testimony, to make submissions and to call witnesses.

On the tenant's undisputed evidence I find that he sent the Notice of Dispute Resolution Hearing to the landlord by registered mail (tracking number shown on cover page of this decision) on August 30, 2018 to the address at which the landlord resided. The same address as the rental unit. Canada Post records show that the mail went "unclaimed by recipient" and was returned to the tenant. A party cannot avoid this process by declining to retrieve his or her mail. I find that the landlord was duly served in accordance with s. 90 of the *Residential Tenancy Act* (the "Act").

The tenant Mr. L.R. testifies that he shared this three bedroom townhouse with the landlord, who rented the entire townhouse from another. He moved in in August 2012 and, within a year, paid the landlord a \$200.00 security deposit. The tenant vacated in July 2018 and says the landlord promised to email him his deposit money but never did.

According to s. 38 of the *Act*, a landlord is responsible to either repay or claim against a security deposit within fifteen days after the end of the tenancy and receipt of a tenant's forwarding address in writing.

I find that the tenant gave the landlord his forwarding address in writing by send the landlord this application, which includes the tenant's current address. The tenant is entitled to recover the \$200.00 deposit.

Section 38 also provides that if a landlord fails to either repay or claim against the deposit within the fifteen day period he must pay the tenant double the amount of the deposit.

The tenant has not claimed double the deposit in his application. Residential Tenancy Policy Guideline 17 "Security Deposit and Set off [*sic*]" provides that an arbitrator is to award the doubling unless the tenant specifically declines it. He did not.

I therefore award the tenant \$400.00, double the deposit, plus recovery of the \$100.00 filing fee for this application. The tenant will have a monetary order against the landlord in the amount of \$500.00.

The applicant tenant Mr. C.K. did not attend the hearing and does not seem to have any involvement in this dispute. I therefore grant this award only to the attending tenant Mr. L.R.

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: December 10, 2018

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Residential Tenancy Branch