



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

The tenant applies to recover the \$30.00 remainder of her \$500.00 security deposit and seeks the deposit doubling penalty in s. 38 of the *Residential Tenancy Act* (the “*Act*”).

The respondent landlord did not attend the hearing within ten minutes after its scheduled start time at 1:30 p.m. on February 14, 2019. 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 applicant tenant and this arbitrator were the only ones who had called into this teleconference during that period in regard to this application.

The tenant showed that the landlord was served with the Notice of Dispute Resolution Proceeding by registered mail (Canada Post tracking number shown on cover page of this decision). Canada Post records show that the mail was returned as “unclaimed by recipient.” The mail was not sent to the address the landlord provided in the written tenancy agreement; a post office box. Rather, the tenant sent the mail to the rental unit. She explains that the landlord purchased the premises, a condominium apartment, from the tenant and moved in after the tenant vacated at the end of September 2018.

On this testimony I find that the tenant served the landlord in accordance with s. 89(1)(c) of the *Act* by sending a copy by registered mail to the landlord at the address at which she resides. A party cannot avoid this process by declining to retrieve registered mail addressed to him or her.

On the tenant's undisputed evidence I find that the landlord failed to repay the full \$500.00 security deposit or make an application for dispute resolution to keep any portion of it within the 15 day period prescribed by s. 38 of the *Act*. As a result, the landlord is liable for double the amount of the deposit remaining at the end of the tenancy. That amount is \$1000.00.

The tenant has received \$470.00 of the \$500.00 deposit and so is owed the remaining amount of \$530.00 plus recovery of the \$100.00 filing fee paid for this application.

The tenant will have a monetary order against the landlord in the amount of \$630.00.

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: February 14, 2019

Residential Tenancy Branch