



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

The tenant applies to recover a \$500.00 security deposit, doubled pursuant to s. 38 of the *Residential Tenancy Act* (the “RTA”).

The respondent landlord failed to attend for the hearing within 10 minutes after its scheduled start time at 1:0 p.m. on January 14, 2021. 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 tenant showed that the landlord had been 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 the mail was delivered to the landlord November 16, 2020. The landlord has filed a number of photographs on this application, in an effort to show that the tenant did not leave the premises reasonably clean and free of damage.

On this evidence I find that the landlord has been duly served. The hearing proceeded in his absence.

On the tenant’s undisputed testimony I find that he paid the landlord a \$500.00 security deposit at the start of the tenancy in 2017 and that after the tenancy ended July 31, 2020, the tenant provided the landlord with a forwarding address in writing (the address the tenant gave for himself on this application). I find the landlord has not returned the deposit nor made his own application for dispute resolution to retain any portion of it.

Section 38 of the RTA provides that if a landlord fails to either repay a deposit or make application to keep all or a portion of it within fifteen days after the end of the tenancy and receipt of a tenant's forwarding address in writing, then the landlord must account to the tenant for double the deposit.

That is the circumstance here. The tenant is entitled to a monetary award of \$1000.00, being double the \$500.00 security deposit.

I award the tenant recovery of the \$100.00 filing fee for this application.

The tenant will have a monetary order against the landlord in the amount of \$1100.00.

It would appear from the material he filed, the landlord holds the view that the tenant owes him money for cleaning and repairing the rental unit. The landlord is free to bring his own application against the tenant but it must be brought within two years after the end of the tenancy.

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: January 14, 2021

Residential Tenancy Branch