Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARK VIEW VILLA APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit and for the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act,* sent via registered mail on January 10, 2014. The tenant provided a tracking number.

Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of the security deposit and the filing fee?

Background and Evidence

The tenancy began about three years ago and ended on December 21, 2013. The monthly rent was $450.00. Prior to moving in, the tenant paid a security deposit of $225.00.

The tenant testified that at the end of November 2013, he provided the landlord with his forwarding address in writing, along a notice to end the tenancy, effective December 31, 2013. The tenant testified that he moved out on December 21, 2013 and left several messages for the landlord for the return of the deposit. These messages were not returned by the landlord. The tenant also testified that he visited the rental office but was unable to meet with the landlord, to discuss the return of the deposit. On January 09, 2014, the tenant made this application.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the end of tenancy and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of $225.00 and is obligated under section 38 to return double this amount ($450.00) plus interest on the base deposit ($0.00). Since the tenant has proven his claim, he is also entitled to the recovery of the filing fee ($50.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act,* for **$500.00.** This order may be filed in the Small Claims Court and enforced as an order of that Court

Conclusion

I grant the tenant a monetary order for **$500.00.**

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: April 24, 2014

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Residential Tenancy Branch