



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 542270  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for a monetary order for a return of his security deposit, doubled.

The tenant and his advocates attended the telephone conference call hearing; the landlord did not attend.

The tenant's advocate, "NC", testified that he served the landlord with the application for dispute resolution and notice of hearing by leaving the documents with an agent of the landlord on March 19, 2015.

Based upon the submissions of the tenant and his advocate, I find the landlord was served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the landlord's absence.

The tenant and his advocates were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of his security deposit, doubled?

### Background and Evidence

The tenant submitted that this single room occupancy tenancy began in March 2014, ended on March 15, 2015, and that he paid a security deposit of \$225.00 at the beginning of the tenancy. The tenant stated there was no written tenancy agreement.

The tenant submitted a copy of a trace report from the government ministry issuing the security deposit on behalf of the tenant, showing a payment of \$225.00 to the landlord.

The tenant submitted that he provided his written forwarding address to the landlord in a letter by leaving it with the landlord's agent on January 15, 2015, and that despite that request, the landlord has failed to return his security deposit.

The tenant submitted a copy of the letter delivered to the landlord.

The tenant's monetary claim is \$450.00.

### Analysis

Under section 38(1) of the Act, a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the deposit within 15 days of the later of receiving the tenant's written forwarding address or at the end of a tenancy. Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of his security deposit.

The undisputed evidence shows that the tenancy ended on March 15, 2015, and the tenant served his written forwarding address and a request for a refund of his security deposit to the landlord's agent on January 15, 2015.

I have no evidence before me that the landlord has either filed an application to retain the tenant's security deposit or returned the deposit in full.

I therefore grant the tenant's application for a return of his security deposit and under section 38(6), I must order that the landlord pay the tenant double his security deposit of \$225.00.

I find the tenant is entitled to a monetary award of \$450.00, comprised of his security deposit of \$225.00, doubled to \$450.00. As a result, I grant the tenant a final, legally

binding monetary order pursuant to section 67 of the Act for the amount of his monetary award of \$450.00, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the monetary order may be served upon the landlord and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

### Conclusion

The tenant's application for monetary compensation is granted.

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: August 30, 2015

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Residential Tenancy Branch

