



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The tenant attended the hearing and gave affirmed testimony, however the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord attended the call. The tenant testified that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on August 10, 2016 and has provided a copy of a Canada Post cash register receipt as well as a copy of a Registered Domestic Customer Receipt bearing a Canada Post date stamp, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony of the tenant has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on February 21, 2016 and ended on May 28, 2016. Rent in the amount of \$500.00 per month was payable on the 1st day of each month and there are no rental arrears. The rental unit is a basement suite and the landlord resides in the upper level of the home. No written tenancy agreement was prepared.

The tenant further testified that on March 1, 2016 the landlord collected a security deposit from the tenant in the amount of \$250.00 and a copy of a receipt has been provided. No pet damage deposit was collected during the tenancy.

At the end of the tenancy the landlord told the tenant that she would return the security deposit to the tenant within 15 days and the tenant orally provided a forwarding address. The landlord did not return the security deposit, and upon receiving information from the Residential Tenancy Branch, the tenant provided the landlord with a forwarding address in writing and placed it in the landlord's mailbox on July 15, 2016 in the presence of a witness. A copy of that note has also been provided. The tenant also

testified that the landlord still resides in the upper level of the rental home, and told the tenant at the end of the tenancy that a family of 5 would be re-renting the rental unit. The landlord has not returned any portion of the security deposit.

Analysis

The *Residential Tenancy Act* states that a landlord has 15 days from the later of the date the tenancy ends or the date that the landlord receives the tenant's forwarding address in writing to return a security deposit or pet damage deposit or both to a tenant or must make an application for dispute resolution claiming against the deposit(s) within that 15 day period. If the landlord does neither, the landlord must repay the tenant double the amount.

In this case, I have reviewed the receipt and I am satisfied that the tenant paid a security deposit in the amount of \$250.00 to the landlord. I have also reviewed the letter containing the tenant's forwarding address, and I accept the undisputed testimony of the tenant that it was placed in the landlord's mailbox on July 15, 2016. The *Act* states that documents served in that manner are deemed to have been served 3 days later, and I am satisfied that the landlord is deemed to have received the tenant's forwarding address in writing on July 18, 2016. I also accept the undisputed testimony of the tenant that the landlord has not returned any portion of the security deposit, and I have no application for dispute resolution by the landlord claiming against it. Therefore, I am satisfied that the tenant has established a claim for double, or \$500.00.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$500.00.

This order is final and binding and may be enforced.

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: September 29, 2016

Residential Tenancy Branch