



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNSD

Introduction

This hearing was in response to an Application for Dispute Resolution, in which the Tenant applied for the return of double his security deposit.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to each Landlord via registered mail at the address noted on the Application, on January 19, 2009. A copy of a Canada Post receipt with a tracking number was submitted in evidence, which indicates that the documents were mailed to the female Landlord. The Canada Post website shows this package was delivered on January 20, 2009. The Tenant did not submit a copy of the Canada Post receipt from the documents he mailed to the male Landlord, although he provided a tracking number for those documents. The Canada Post website shows this package was also delivered on January 20, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)* however neither Landlord appeared at the hearing.

Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to the return of double the security deposit paid in relation to this tenancy.

Background and Evidence

The Tenant stated that this tenancy began on June 03, f008; that it ended on December 31, 2008; that the Tenant paid a security deposit of \$300.00 on May 29, 2008; that the Tenant did not authorize the Landlords to retain the security deposit; that the Landlords did not return the security deposit.

The Tenant stated that he provided the Landlords with his forwarding address in writing at approximately 1200 or 1300 hours on December 31, 2008, by pinning a note to the front door of the Landlords' rental unit, inside the storm door. He stated that he

telephoned the Landlord on January 03, 2009, at which time the Landlord confirmed that he received the forwarding address.

Analysis

The evidence shows that the Tenant paid a security deposit of \$300.00 on May 29, 2008; that the Tenant did not authorize the Landlords to retain any portion of the security deposit; and that the Landlords did not have authorization to retain any portion of it.

There is no evidence of the Landlords filing an Application for Dispute Resolution claiming against this security deposit.

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit plus interest or make an application for dispute resolution claiming against the deposits. In the circumstances before me, I find that the Landlords failed to comply with section 38(1), as the Landlords did not repay the security deposit or file an Application for Dispute Resolution.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1), the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlords did not comply with section 38(1) of the *Act*, I find that the Landlords must pay the Tenant double the security deposit that was paid, plus interest on the original amount.

Conclusion

I find that the Tenant has established a monetary claim of \$602.67, which is comprised of double the security deposit and \$2.67 in interest on the original amount of the security deposit, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: March 19, 2009.
