



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to obtain a Monetary Order for damage or loss under the Act and an Order for the return of the security deposit.

Service of the hearing documents, by the tenants to the landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on June 05, 2009. Mail receipt numbers were provided in the tenant's documentary evidence. The landlord refused to accept these and is deemed to be served the hearing documents on June 10 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenants appeared, gave their testimony, and were provided the opportunity to present their evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

Are the tenants entitled to receive double the security deposit back?

### Background and Evidence

This tenancy started on November 20, 2007 and ended on May 01, 2009. The tenants paid \$1,000.00 per month in rent which included the utility bills. Rent was due on the 1<sup>st</sup> of each month. The tenants originally paid a security deposit of \$750.00 on July 17,

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2006 when they rented a different unit from the landlord. When they moved to a cheaper unit the tenants and landlord agreed they could withhold \$250.00 from their first months rent to cover the difference in the security deposit for the new rental unit. The security deposit now held by the landlord is \$500.00.

The tenants state that they gave the landlord their forwarding address in writing on May 25, 2009 and have included a copy of this in evidence. This letter also includes a request for the landlord to return their security deposit. To date the landlord has not returned the deposit or applied for Dispute Resolution to retain it.

## Analysis

I have carefully considered all the evidence before me, including the submissions made from the tenants at the hearing today.

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6) of the *Act*, the landlord must pay double the amount of the security deposit (plus any interest accrued on the original amount) to the tenant.

Section 67 of the *Residential Tenancy Act* states: Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party



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I find that the landlord did receive the tenants forwarding address in writing On May 25, 2009. As a result, the landlord had until June 10, 2009 to return the tenants security deposit or apply for Dispute Resolution to make a claim against it. I find the landlord did not return the tenants security deposit and did not make an application to retain it, consequently, pursuant to section 38(6) of the *Act*, the landlord must pay the tenants double the original amount of their security deposit.

The tenants are entitled to a Monetary Order as follows:

Double the security deposit	\$1,000.00
Total amount owed to the tenants	<b>\$1,016.32</b>

## Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for **\$1,016.32**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

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 15, 2009.

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Dispute Resolution Officer