



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for an order for the return of double his security deposit. The tenant presented evidence showing that he served the landlord with the application for dispute resolution and notice of hearing via registered mail on October 27, 2009 and that the landlord refused delivery of the item. The landlord cannot avoid service of documents by refusing registered mail. I found that the landlord was properly served with application for dispute resolution and notice of hearing and the hearing proceeded in the landlord's absence.

Issue(s) to be Decided

Is the tenant entitled to the return of double his security deposit?

Background and Evidence

The undisputed facts before me are as follows. The tenancy began on March 2, 2009 and ended on September 30, 2009. At the outset of the tenancy the landlord collected a security deposit of \$400.00. On or about September 30 the tenant gave the landlord his forwarding address in writing and requested the return of the security deposit.

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. I find the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6)

which provides that the landlord must pay the tenant double the amount of the security deposit.

Conclusion

I grant the tenant an order under section 67 for \$800.00 which represents double the security deposit. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: February 26, 2010
