

DECISION

Dispute Codes: MNSD

Introduction

This is the Tenants' application for a monetary order for double the security deposit paid to the Landlord and moving expenses.

The Tenants gave affirmed testimony and the Hearing proceeded on its merits.

Preliminary Matter

The Tenants testified that they mailed the Landlord the Notice of Hearing documents, by registered mail to the Landlord's place of business, on December 22, 2009. The Tenants provided a tracking number for the documents. A search of the Canada Post tracking system confirms the documents were signed for on December 23, 2009.

I am satisfied that the Landlord was served with the Notice of Hearing documents in accordance with the provisions of Section 89(1)(c) of the Act. Despite being served with the documents, the Landlord, or its agent, did not sign into the teleconference and the Hearing proceeded in its absence.

Issues to be Decided

- Are the Tenants entitled to a monetary order for double the security deposit?
- Are the Tenants entitled to compensation for moving expenses in the amount of \$250.00?

Background and Evidence

The Tenants gave the following testimony:

- The Tenants paid the Landlord a security deposit in the amount of \$700.00 on March 1, 2009.
- There was no move-in Condition Inspection Report completed at the beginning of the tenancy.
- At the end of the tenancy, the Landlord and Tenants completed a move-out Condition Inspection Report, but the Landlord did not give the Tenants a copy of the Report. The Tenants provided their forwarding address on the Move-Out

Condition Inspection Report. The Tenants did not agree that the Landlord could retain any of the security deposit.

- The Landlord offered to pay the Tenants \$250.00 towards moving expenses. The Tenants received \$250.00 from the Landlord towards moving expenses, by letter postmarked December 24, 2009.
- The Landlord has not returned any of the security deposit to the Tenants.

Analysis

The Tenants' application for a monetary award for moving expenses is dismissed.

A security deposit is held in trust by the Landlord for the Tenant, to be applied in accordance with the provisions of the Act.

In the absence of any evidence to the contrary from the Landlords, though duly served, I accept the Tenants' undisputed testimony in its entirety.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) after the latter of the receipt of a tenant's forwarding address in writing, or the end of tenancy date, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

A copy of Section 38 of the Act accompanies this decision.

The Landlord received the Tenants' forwarding address in writing at the end of the tenancy. The Landlord did not return the security deposit within 15 days of receipt of the Tenants' forwarding address, nor did the Landlord file for dispute resolution against the security deposit.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit. Therefore, the Tenants are entitled to a monetary order for double the security deposit, in the amount of \$1,400.00. No interest has accrued on the security deposit.

Conclusion

I hereby grant the Tenants a Monetary Order against the Landlord in the amount of \$1,400.00. This Order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced 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: June 3, 2010.
