

## **DECISION**

### **Dispute Codes**

MNSD

### **Introduction**

This is an application by the Tenant for a monetary order for return of double the security deposit, payment of a utility bill and to recover the filing fee for the claim.

The Tenant served the Landlords with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on December 14, 2009, and deemed received under the Act five days later. Despite this the Landlords did not appear at the hearing. The Tenant testified that the Landlords refused to accept the registered mail. I note that refusal to accept registered mail is not a ground for review under the Act. I find the Landlords have been served in accordance with the Act.

The Tenant appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

### **Issue(s) to be Decided**

Has there been a breach of Section 38 of the Residential Tenancy Act by the Landlords?

Do the Landlords owe the Tenant for a utility bill?

### **Background and Evidence**

The Tenant paid a security deposit of \$1,100.00 on January 26, 2009. The Tenant vacated the premises on October 31, 2009. The Tenant provided the Landlord with a written notice of the forwarding address to return the security deposit to on October 31, 2009, and did not sign over a portion of the security deposit.

The Landlords did not perform an outgoing condition inspection report.

The Tenant did not agree in writing that the Landlords could keep all or part of the security deposit.

The Tenant claims the Landlords did not pay him a portion of the utility bill, as agreed to in the Tenancy Agreement.

### **Analysis**

There was no evidence to show that the Tenant had agreed, in writing, that the Landlord could retain any portion of the security deposit.

There was also no evidence to show that the Landlord had applied for arbitration, within 15 days of the end of the tenancy or receipt of the forwarding address of the Tenant, to retain a portion of the security deposit.

The Tenant had insufficient evidence regarding his claim for a utility bill.

### Conclusion

The Landlords have breached section 38 of the Act. The Landlords are in the business of renting and therefore, have a duty to abide by the laws pertaining to Residential Tenancies.

I find that the Landlords are not entitled to retain any portion of the security deposit or interest.

I dismiss the claim of the Tenant for the utility bill, with leave to reapply.

Having made the above findings, I must Order, pursuant to section 38 and 67 of the Act, that the Landlords pay the Tenant the sum of **\$2,250.00**, comprised of double the security deposit (2 x \$1,100.00), and the \$50.00 fee for filing this Application.

The Tenant is given a formal Order in the above terms and the Landlords must be served with a copy of this Order as soon as possible. Should the Landlords fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court 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: May 10, 2010.

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Dispute Resolution Officer