



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD

Introduction

This is the Tenant's application for a monetary order for return of the security deposit paid to the Landlord.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he mailed the Landlord the Notice of Hearing documents and his amended application, by registered mail, on April 22, 2010. The Tenant provided a registered mail receipt and tracking number in evidence. The Tenant testified that the both Landlords were at the same address, and therefore he mailed both of their copies in the same envelope. I am satisfied that the Landlords were sufficiently served pursuant to the provisions of Section 71(2)(b).

Despite being served with the documents, the Landlords did not attend and the Hearing continued in their absence.

Issues to be Decided

- Is the Tenant entitled to return of the security deposit?

Background and Evidence

The Tenant gave the following testimony and evidence:

- The Landlord SM is an agent of the Landlord VTPWGOC.
- The Tenant paid the Landlord a security deposit in the amount of \$300.00 on

April 29, 2008. The Tenant provided a copy of his receipt for the security deposit in evidence.

- The Tenant provided the Landlord with his forwarding address in writing on February 1, 2010 and moved out of the rental unit on February 28, 2010. The Tenant provided a copy of his notice to end the tenancy, which included his forwarding address, in evidence.
- The Tenant did not agree that the Landlord could keep any of his security deposit.

Analysis

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

Based on the affirmed testimony and documentary evidence of the Tenant, and in the absence of any evidence to the contrary from the Landlord, I accept the Tenant's testimony that he provided the Landlord with written notification of his forwarding address on February 1, 2010 and that he moved out of the rental unit on February 28, 2010.

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 receipt of a tenant's forwarding address in writing or after the tenant moves out of the rental unit (whichever date shall occur last), 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.

Based on the affirmed testimony and documentary evidence of the Tenant, and in the absence of any evidence to the contrary from the Landlord, I accept the Tenant's testimony that he did not give the Landlord permission to retain any of his security deposit and the Landlord did not return the security deposit within 15 days of the end of the tenancy. The Landlord did not 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 Tenant is entitled to a monetary order for double the security deposit, in the amount of \$600.00, plus accrued interest on the original deposit in the amount of \$3.04.

Conclusion

I hereby grant the Tenant a Monetary Order against the Landlords in the amount of \$603.04. This Order must be served on the Landlords 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: August 20, 2010.

Dispute Resolution Officer