



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

The tenant applied for an Order for payment of her security deposit, including double the amount of the security deposit. The hearing was conducted by conference call. The tenant participated in the hearing, but the landlord did not call into the conference and did not participate although he was served with the application and Notice of hearing sent by registered mail on May 14, 2010.

Issues(s) to be Decided

Is the tenant entitled to the return of her security deposit, including double the amount of the deposit?

Background and Evidence

The rental unit is one of several cottages on the landlord's property. The tenant testified that she paid a security deposit of \$575.00 and a pet deposit of \$575.00 on December 17, 2008. The tenant did not submit a copy of the written tenancy agreement. She testified that the tenancy agreement commenced March 1, 2009 and the monthly rent was \$1,150.00. The tenants moved out in October, 2009. There was no condition inspection either when the tenant moved in or when she moved out.

The tenant made several requests for the return of her deposit, but the landlord did not respond. On April 8, 2010 the tenant sent the landlord a registered letter requesting the

return of her deposit and providing her forwarding address. The letter was mailed to the address stated in the tenancy agreement as the landlord's address, which was the address of the rental property. As of the date of the hearing the tenant has not received payment of her security deposit and the landlord has not made an application for dispute resolution to claim the deposit.

Analysis and Conclusion

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an Order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Arbitration. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38 (6) provides that if the landlord does not comply with these provisions he may not make a claim against the deposit and must pay the tenant double the amount of the security deposit.

I am satisfied that the tenant provided the landlord with her forwarding address in writing sent by registered mail on April 8, 2010. The tenant testified that she sent the application for dispute resolution sent to the landlord by registered mail on May 14, 2010. I am satisfied that the landlord was served with documents notifying the landlord of this application. The landlord did not apply to retain all or part of the deposit and the security deposit was not refunded within 15 days as required by the legislation; the doubling provision of section 38(6) therefore applies. I grant the tenants' application and award them the sum of. This is made up as follows:

Original deposit amount:	\$575.00
Interest on deposit:	\$.09
Double deposit amount:	\$\$575.00
Total:	\$1,150.09

The tenants are entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,200.09 and I grant the tenants a monetary order in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that Court.

The tenants did not apply for the return of the pet deposit, although they could have included that claim as part of the application before me. The tenant testified that she forgot that she had paid a pet deposit. I make no order with respect to the pet deposit.