



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for a Monetary Order for the return of double the security deposit.

The tenants served the landlord in person on May 04, 2010 with a copy of the Application and Notice of Hearing. The tenant attending solemnly affirmed that service took place as declared. I find that the landlords were properly served pursuant to s. 89 of the *Act* with notice of this hearing.

The tenant and her advocate appeared, she gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Are the tenants entitled to recover double the security deposit?

Background and Evidence

The tenant testifies that this month to month tenancy started on July 13, 2009 and ended on April 01, 2010. Rent for this unit was \$700.00 per month and was due on the first of each month. The tenants paid a security deposit of \$350.00 on June 15, 2009.

The tenant attending testifies that the landlord did not carry out a move in or move out condition inspection of the rental unit. The tenant testifies that they gave the landlords agent their

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forwarding address in writing on February 28, 2010 and requested the landlord to return their security deposit. The landlord did not respond to the tenant's letter. The tenant testifies that she gave the landlord another letter on July 19, 2010. The landlord did not respond to this and the tenants advocate spoke to the landlord and she states they told her they had not received either letter from the tenants. The tenants advocate states she then faxed the landlord a copy of the latter with the tenants forwarding address on August 11, 2010. (Evidence of this fax has been provided). The tenant states the landlords did not return the security deposit to them within 15 days of receiving their forwarding address.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit (plus any interest accrued on the original amount) to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on August 11, 2010. As a result, the landlord had until August 26, 2010 to return the tenants security deposit or apply for Dispute Resolution to make a claim against it. I find the landlord did not return the security deposit or file an application to keep it. Therefore, I find that the tenants have established a claim for the return of double the security deposit of **\$700.00** pursuant to section 38(6)(b) of the *Act*.

Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$700.00**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.



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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: September 14, 2010.

Dispute Resolution Officer