



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This matter dealt with an application by the tenant for the return of her security deposit and a Monetary Order to have her security deposit doubled. The tenant also seeks to recover the filing fee for this application.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlords by registered mail on June 22, 2010. Mail receipt numbers were provided by the tenant. The landlords were deemed to be served the hearing documents on June 27, 2010, the fifth day after they were mailed as per section 90(a) of the *Act* and the hearing proceeded in the landlord's absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

Issues(s) to be Decided

- Is the tenant entitled to recover her security deposit?
- Is the tenant entitled to a Monetary Order for money owed or compensation to double her security deposit?

Background and Evidence

This tenancy started on July 01, 2007 and ended on May 01, 2010. The tenant states she paid a monthly rent of \$650.00 on the first of each month. The tenant states she paid \$325.00 as a security deposit to the landlords on June 30, 2007.



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
Ministry of Housing and Social Development

The tenant testifies that she moved from the rental unit May 01, 2010 and gave the landlord's her forwarding address in person, in writing on May 30, 2010 and requested the landlords to return her security deposit to her new address. The landlords did not respond to the tenants' letter. The tenant testifies that the landlords did not return her security deposit within 15 days of receiving her forwarding address. The tenant has provided a copy of this letter and her receipts for her payment of her security deposit before the start of the tenancy.

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 May 30, 2010. As a result, the landlord had until June 14, 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 tenant has established a claim for the return of double the security deposit of **\$650.00** plus accrued interest of **\$7.38** on the original amount pursuant to section 38(6)(b) of the *Act*.

I also find the tenant is entitled to recover the **\$50.00** filing fee from the landlord pursuant to section 72(1) of the *Act*. I find the tenant is entitled to a Monetary Order as follows pursuant to section 67 of the *Act*:



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

Double the security deposit	\$650.00
Filing fee	\$50.00
Total amount due to the tenants	\$707.38

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 **\$707.38**. The order must be served on the respondent and is enforceable through the Provincial Court 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: November 04, 2010.

Dispute Resolution Officer