



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### **Dispute Codes:**

MNSD

### **Introduction**

This is the Tenant's application a monetary order for double the amount of the security deposit.

The parties gave affirmed testimony at the Hearing.

The Tenant's Application was amended to reflect the accurate spelling of the Landlords' names.

On January 21, 2011, the Tenant mailed the Notice of Hearing documents and copies of the Tenant's evidence to each of the Landlords, by registered mail, to the address for service noted on the tenancy agreement. The Tenant provided copies of the registered mail receipts and tracking numbers in evidence.

### **Issues to be Decided**

- Is the Tenant entitled to a monetary order pursuant to the provisions of Section 38(6) of the Act?

### **Background and Evidence**

#### **Facts on which the parties agree:**

- The tenancy started on September 15, 2010 and ended on December 15, 2010.
- The Tenants paid a security deposit of \$475.00 on September 15, 2010.

- There was no move-in condition inspection report completed by the parties. The parties met for an inspection on move-out.

The Tenant testified that she gave the Landlords written notification of her forwarding address on December 15, 2010, when she returned the keys. The Tenant stated that she did not give the Landlords permission to keep any of the security deposit and that there has been no previous order made by a dispute resolution officer allowing the Landlords to deduct a monetary award from the deposits held.

The Landlords stated that the Tenant did not give them notification of her forwarding address on December 15, 2010.

The Landlords have not filed any application for dispute resolution with respect to this tenancy.

### **Analysis**

During the Hearing, the Landlords gave testimony which was irrelevant to the Tenants' application. The Landlords have not filed an application. This matter was convened to hear the Tenants' application and therefore I have only recorded the testimony relevant to the Tenants' application.

A security deposit is held in a form of trust by a landlord for a tenant, to be applied in accordance with the provisions of the Act.

The tenancy ended on December 15, 2010. The Landlords denied receiving the Tenant's forwarding address on December 15, 2010, however the Landlords did receive written notification of the Tenant's forwarding address when they were served with the Tenant's Application for Dispute Resolution by registered mail. Documents served by registered mail are deemed to be received 5 days after mailing the documents.

Therefore, I find that the Landlords received the Tenant's forwarding address on January 26, 2011.

Pursuant to the provisions of Section 38(1) of the Act, the Landlords had 15 days from receipt of the Tenant's forwarding address to either:

1. repay the security deposit deposit in full; or
2. make an application for dispute resolution claiming against the deposit.

To date, the Landlords have not returned the security deposit, nor have they filed for dispute resolution against the deposits.

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 and pet damage deposit. Therefore, the Tenant is entitled to a monetary order for double the amounts of the deposits, in the amount of \$950.00 (\$475.00 x 2).

### **Conclusion**

I hereby grant the Tenant a Monetary Order against the Landlords in the amount of **\$950.00**. 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: March 22, 2011.

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