



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for an order for the return of double his security deposit. The tenant participated in the conference call hearing and the landlords did not. The tenant presented evidence showing that he had served the landlords with the application for dispute resolution and notice of hearing by registered mail on November 7, 2011 and that it had been refused by the recipients on November 9, 2011. The landlords cannot avoid service by refusing to accept registered mail. I found that they had been properly served with notice of the claim against them and the hearing proceeded in their absence.

Issue to be Decided

Is the tenant entitled to the return of double his security deposit?

Background and Evidence

The tenant's undisputed evidence is as follows. The tenant paid a \$450.00 security deposit in May 2005. The tenancy ended on September 30, 2011 at which time the tenant gave the landlords his forwarding address in writing. He gave the forwarding address to them a total of 3 times, including once by registered mail.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. I find the landlords received the tenant's forwarding address on September 30, 2011 and I find the landlords failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and are therefore liable under section 38(6) which provides that the landlords must pay the tenant double the amount of the security deposit.

The landlords currently hold a security deposit of \$450.00 and I find that they are obligated under section 38 to return double this amount together with the \$15.93 in interest which has accrued to the date of this judgment. I award the tenant \$915.93.

Conclusion

I grant the tenant an order under section 67 for \$915.93. This order may be filed in the Small Claims Court 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: January 27, 2012

Residential Tenancy Branch