



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD

### Introduction

This hearing dealt with an application by the tenants for an order for the return of their security deposit. The tenants testified that they served the landlord with the application for dispute resolution via Express Post with no signature required. They stated that they spoke with the landlord on the phone about the application after he received it.

Although the means by which the landlord was served is not in accordance with the Act, I find it appropriate on the evidence to exercise my discretion under section 71(2)(b) to find that the documents were sufficiently served for the purposes of the Act. I find that the landlord was effectively served with notice of the hearing and the hearing proceeded in his absence.

### Issue to be Decided

Are the tenants entitled to the return of their security deposit?

### Background and Evidence

The tenants' undisputed testimony is as follows. The tenancy began on October 1, 2011 and ended on December 3, 2011. The tenants paid a \$600.00 security deposit on September 30, 2011. They provided their written forwarding address to the landlord shortly before they vacated the rental unit.

### Analysis

I accept the tenants' undisputed testimony and I find that they paid a \$600.00 security deposit, they vacated the rental unit on December 3, 2011 and they gave their landlord their forwarding address in writing before that date. I find that the landlord's obligation to deal with the deposit was triggered pursuant to section 38(1) of the Act and in the absence of a claim against the deposit, I find that the tenants are entitled to its return. I grant the tenants a monetary order under section 67 for \$600.00. This order may be

filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I note that although the tenants verbally made other claims at the time of the hearing, the only claim that the landlord had notice of was the claim for the return of the \$600.00 security deposit. As the rules of administrative fairness require a respondent to be aware of the claims made against him, I did not consider other claims as the landlord did not know those claims would be made.

### Conclusion

The tenants are granted a monetary order for \$600.00.

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 29, 2012

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Residential Tenancy Branch