



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD; FF

### **Introduction**

This is the Tenant's application for a monetary order for double the security deposit paid to the Landlords and to recover the cost of the filing fee from the Landlords.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he served the Landlords with the Notice of Hearing documents by registered mail, sent February 10, 2012, to the address for the Landlords provided on the tenancy agreement. The Tenant provided the tracking numbers for the registered documents.

Based on the affirmed testimony of the Tenant I am satisfied that the Landlords were served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents, and therefore the Landlords were deemed to be served on February 15, 2012. The Landlords did not sign into the teleconference and the Hearing proceeded in their absence.

### **Issues to be Decided**

- Is the Tenant entitled to a monetary order for double the security deposit pursuant to the provisions of Section 38 of the Act?

### **Background and Evidence**

This tenancy began on December 15, 2011, and ended on January 3, 2012. Monthly rent was \$500.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$250.00 on December 15, 2011.

The Tenant testified that he gave the Landlords written notification of his forwarding address on January 5, 2012, by registered mail. An unsigned copy of the letter was provided in evidence. The Tenant provided the tracking numbers for the registered letter.

The Tenant testified that he did not agree that the Landlords could retain any of the security deposit. The Landlord did not return any of the security deposit to the Tenant. The Tenant testified that he received a letter from the Landlords dated March 20, 2012,

stating that they were not going to return the security deposit because of some damage that the Tenant caused to the property. A copy of the letter was provided in evidence.

The Landlords have not filed an Application for Dispute Resolution with respect to the security deposit or the alleged damages.

### **Analysis**

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

Section 38(1) of the Act provides that (unless a landlord has the tenant's written consent to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

Based on the undisputed testimony of the Tenant, I find that the Landlords received the Tenant's forwarding address in writing on January 10, 2012 (five days after he mailed the registered letter).

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. Therefore, I find that the Tenant is entitled to a monetary order for double the security deposit, in the amount of **\$500.00**. No interest has accrued on the security deposit.

The Tenant has been successful in his application and is entitled to recover the cost of the **\$50.00** filing fee from the Landlord.

### **Conclusion**

I hereby provide the Tenant a Monetary Order in the amount of **\$550.00** for service upon the Landlords. This Order 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: April 16, 2012.

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Residential Tenancy Branch