



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

MNSD, FF

### Introduction

This was a review hearing held as the result of the landlord's application for review consideration.

On January 12, 2012, the original dispute resolution officer found that the tenant was entitled to return of double the deposit paid. A monetary Order for double the deposit, in the sum of \$1,250.00, was issued to the tenant.

On April 13, 2012, the landlord applied for review consideration and this review hearing was ordered.

Both parties were present at the review hearing and no issues were raised in relation to service of notice of the review hearing.

### Preliminary Matters

At the start of the hearing evidence was reviewed. The landlord confirmed receipt of the tenant's evidence submitted to the Residential Tenancy Branch on May 1, 2012. No other evidence was considered, as service was not proven.

### Issue to be Decided

Is the tenant entitled to return of double the deposit as ordered on January 12, 2012?

### Background and Evidence

The parties agreed that this tenancy commenced on July 1, 2012 and ended on October 10, 2012. The tenant paid a deposit in the sum of \$625.00

The landlord confirmed that on October 10, 2010, he received a note the tenant had placed in his mail box and that the note provided the tenant's forwarding address.

The landlord confirmed that he did not return the deposit to the tenant and that he did not submit a claim against the deposit, within 15 days of October 10, 2010, or at any other time.

There is a dispute in relation to the inspection and whether the landlord is entitled to compensation. The landlord supplied a copy of a Notice of Final Opportunity to Schedule a condition Inspection; however, this Notice was sent to the tenant after the

tenancy had ended and suggested an inspection date of November, 15, 2010. The tenant had vacated the rental unit on October 10, 2010.

### Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The landlord has confirmed receipt of the written forwarding address left in his mailbox on October 10, 2010, and confirmed that the deposit was not returned to the tenant.

Therefore, pursuant to section 38(6) of the Act, I find that the tenant is entitled to return of double the \$625.00 deposit paid to the landlord.

Therefore, pursuant to section 82(3) of the Act, I find that that the decision and Order issued on January 12, 2012, is confirmed.

As the tenant has previously been issued a monetary order in the sum of \$1,250.00, I find that the monetary Order issued on January 12, 2012; is of full force and effect.

### Conclusion

I find that the tenant has established a monetary claim, in the amount of \$1,250.00, which is comprised of double the deposit paid.

The decision and monetary order issued on January 12, 2012, is confirmed and is of full force and effect.

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: May 14, 2012.

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Residential Tenancy Branch