



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38; and
2. A Monetary Order for compensation – Section 67.

I accept the Tenant’s evidence that the Landlords were served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlords did not participate in the conference call hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Background and Evidence

The tenancy was to begin April 1, 2011 but the Tenant did not move into the premises. The Tenant had paid the amount of \$225.00 as security deposit for the unit. Pursuant to a previous decision, the Tenant was given leave to reapply for return of the security deposit. The Tenant provided the forwarding address to the Landlord on February 22, 2012 by way of registered mail and again by way of this application seeking return of the security deposit. The Landlord has not returned the security deposit and has not made an application for dispute resolution claiming against the security deposit. The Tenant claims return of double the security deposit.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$450.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$450.00**. If necessary, 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: May 24, 2012.

Residential Tenancy Branch