



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC MNSD

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant under the *Residential Tenancy Act* (the “Act”) for a monetary order for money owed or compensation under the Act, regulation or tenancy agreement and for return of all or part of a security deposit.

The tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the tenant was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

The tenant testified that the landlords were served the Notice of a Dispute Resolution Hearing on May 11, 2012 by registered mail. A copy of the registered mail envelope with tracking number was submitted as documentary evidence. The tenant stated that the name on the registered mail envelope was addressed to the landlord and was addressed to the address provided by the landlord. The landlords did not attend the hearing. Documents served by registered mail are deemed served five days after mailing under the Act.

### Issue(s) to be Decided

- Should the tenant be granted a monetary order for double the security deposit under the Act?

### Background and Evidence

The tenant affirmed that a month to month tenancy began on July 1, 2011 and ended on March 31, 2012, when the tenant vacated the rental unit. The monthly rent of \$750.00 was due on the first day of the month. The tenant stated she paid \$375.00 as a security deposit at the start of the tenancy.

The tenant stated that she vacated the rental unit on March 31, 2012 without providing written notice under the Act. The tenant stated that she provided her forwarding address on April 2, 2012 in writing to the landlord. A letter dated April 2, 2012 was submitted as evidence. In the letter, the tenant provides her new address and requests that her security deposit be returned in full.

The tenant stated that she has not heard from or spoken with the landlords since vacating the rental unit on March 31, 2012. The tenant testified that she has not received her security deposit back and feels she is entitled to double her security deposit as the landlords did not return it, or make a claim towards the security deposit. The tenant stated that the landlords did not request a move in or a move out condition inspection before or after the tenancy.

### Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

**Claim for double the security deposit** – The tenant has applied for a monetary claim of \$750.00 consisting of double the security deposit of \$375.00. The tenant's security deposit of \$375.00 has not accrued interest since July 1, 2011. Section 38 of the *Act*, requires that a landlord must return or make a claim against the security deposit within 15 days of the later of the end of tenancy and the date the forwarding address is provided. As the security deposit has not been returned to the tenant and an application for dispute resolution was not filed by the landlords, **I find** the tenant is entitled to double her security deposit and **grant** the tenant a monetary order pursuant to section 67 of the *Act*, in the amount of **\$750.00**.

### Conclusion

**I find** the tenant is entitled to double her security deposit and **grant** the tenant a monetary order pursuant to section 67 of the *Act*, in the amount of **\$750.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: July 10, 2012

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Residential Tenancy Branch