



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in repose to the tenant's application for the return of double the security deposit.

Service of the hearing documents, by the tenant to the landlords, was done in accordance with section 89 of the *Act*, sent via registered mail on August 01, 2012. Mail receipt numbers were provided in the tenant's documentary evidence. The landlords are deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlords, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the tenant entitled to recover double the security deposit?

Background and Evidence

The tenant does not recall the date that the tenancy started but states it was either four or five years ago. The tenant testifies that the tenancy ended on February 24, 2012. Rent for this unit was \$720.00 per month due on the first day of each month in advance. The tenant paid a security deposit of \$360.00 but does not recall the day that this was paid to the landlord as the tenant has misplaced the tenancy agreement. The tenant states he is willing to forgo a claim for any accrued interest on his security deposit.

The tenant testifies that he sent the landlords a letter by registered mail with the tenants forwarding address and a request for the landlords to return the tenants security deposit to that address. The tenant has provided a copy of the letter dated June 19, 2012 in evidence and a copy of the registered mail tracking number and a copy of the returned envelope showing this was unclaimed by the landlords. The envelope shows this was sent to the landlords on June 24, 2012.

The tenant testifies that the landlords have failed to return the security deposit and the tenant now seeks to recover double the deposit.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlords are deemed to have received the tenants forwarding address in writing on June 29, 2012 five days after it was posted pursuant to s. 90(a) of the *Act*. As a result, the landlords had until July 14, 2012 to return the tenants security deposit and any accrued interest or apply for Dispute

Resolution to make a claim against it. I find the landlords did not return the security deposit or interest and have not filed an application for Dispute Resolution to keep the deposit. Therefore, I find that the tenant has established a claim for the return of double the security deposit to the sum of **\$720.00** pursuant to section 38(6)(b) of the *Act*. As the tenant is unable to provide information as to the actual date the security deposit was paid the tenant has stated that he will forgo any accrued interest accumulated on his security deposit.

Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$720.00**. The order must be served on the Respondents and is enforceable through the Provincial Court 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: October 30, 2012.

Residential Tenancy Branch