



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenants only.

The tenants testified at the outset of the hearing that the landlord had never provided them with a service address and when they attempted to get one from the landlord he did not respond.

The tenants stated they purchased a copy the property tax letter that would have been sent to the landlord's home address and the rental unit was listed as his home address and so the tenants served the landlord by registered mail at that address.

The tenants also testified the landlord had eventually contacted them via email and provided a different address as the service address and so on August 24, 2012 they re-served the landlord at the address he had provided to them.

Based on the above I find the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on August 24, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the landlord on the 5th day after it was mailed.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to a monetary order for all or part of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The tenants testified the tenancy began on September 1, 2011 as a 1 year fixed term tenancy with a monthly rent of \$1,589.00 due on the 1st of each month with a security deposit of \$794.50 and a pet damage deposit of \$794.50 paid. The tenants further noted the tenancy ended by mutual agreement on July 8, 2012.

As noted above, the tenants had not been provided with the landlord's service address to provide their forwarding address but once they obtained the address from the property tax letter they provided the landlord with their forwarding via registered mail at the address denoted on the letter on July 11, 2012.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

As the tenants provided the landlord with their forwarding address by registered mail on July 11, 2012 and allowing for the 5 days after which registered mail is deemed to be received under Section 90 of the *Act*, I find the landlord had received the tenant's forwarding address on July 16, 2012.

As such, the landlord had until July 30, 2012 to return both deposits to the tenants in full or to file an Application for Dispute Resolution seeking to claim against both deposits. As the landlord failed to do either I find the landlord has failed to comply with Section 38(1) and the tenants are entitled to return of double both deposits in accordance with Section 38(6).

Conclusion

I find the tenants are entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$3,178.00** comprised of \$1,589 double the security deposit and \$1,589.00 double the pet damage deposit.

This order must be served on the landlord. If the landlord fails to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be 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: October 30, 2012.

Residential Tenancy Branch