



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This is the Tenant's application for a monetary order for double the security deposit paid to the Landlords.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he served both of the Landlords with the Notice of Hearing documents and copies of his documentary evidence, by registered mail in one envelope, on December 6, 2012. The Tenant provided the tracking number for the registered mail. A search of the Canada Post tracking system indicates that the female Landlord received the documents on December 11, 2012. I find that the female Landlord was duly served with the Notice of Hearing documents. Despite being served with the documents, the female Landlord did not sign into the Hearing.

The Act requires a party to serve each of the Respondents separately when seeking a monetary order. The Tenant did not provide proof of service on the male Landlord. The Hearing continued against the female Landlord only, and the Tenant's application against the male Landlord was dismissed without leave to reapply.

Issues to be Decided

- Is the Tenant entitled to a monetary order for double the security deposit pursuant to the provisions of Section 38 of the Act?

Background and Evidence

The Tenant gave the following testimony:

This tenancy began on August 1, 2012 and ended on September 30, 2012. The Tenant paid a security deposit in the amount of \$200.00 at the beginning of the tenancy. There was no Condition Inspection Report completed that complies with the requirements of Section 20 of the regulations, at the beginning or the end of the tenancy.

The Tenant testified that he gave the female Landlord written notification of his forwarding address on September 30, 2012, at the Landlord's shop.

The Tenant did not agree that the Landlords could retain any of the security deposit. The Landlords have not returned any of the security deposit to the Tenant.

Analysis

A security deposit is held in a form of trust by the landlord for the tenant, to be applied in accordance with the provisions of the Act.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

I accept the Tenant's undisputed testimony that he provided the female Landlord with his forwarding address in writing on September 30, 2012, and that the Landlords have not return the security deposit within 15 days of receipt of the Tenant's forwarding address. The Landlords have not filed for dispute resolution against the security deposit.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit. Therefore, I find that the Tenant is entitled to a monetary order for double the security deposit, in the amount of **\$400.00**.

Conclusion

I hereby provide the Tenant with a Monetary Order in the amount of **\$400.00** for service upon the female Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: March 21, 2013

Residential Tenancy Branch

