



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

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

The hearing was conducted via teleconference and was attended by the tenants only. The applicant landlord did not attend.

As the tenants both attended the hearing I am satisfied the landlord had the tenant's forwarding address at the time she filed her Application for Dispute Resolution on December 7, 2012.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Analysis

The landlord provided a written submission confirming the security deposit held was \$475.00.

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 applicant landlord failed to attend the hearing and the respondent tenants in attendance I must dismiss the landlord's Application for Dispute Resolution. As the landlord's Application was to retain the security deposit and as the tenancy ended on November 30, 2012 (as per the tenants' testimony), I find that the landlord's failure to

attend this hearing as the same effect as the landlord not applying to claim against the security deposit.

As such, I find the landlord has failed to comply with the requirements under Section 38(1) to either return the deposit or file an Application for Dispute Resolution seeking to claim against the deposit within 15 days of the end of the tenancy and receipt of the tenant's forwarding address. Therefore I find the tenants are entitled to double the amount of the security deposit 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 **\$950.00** comprised of double the amount of the security 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: March 05, 2013

Residential Tenancy Branch

