



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to the tenants application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; for a Monetary Order to recover double the security deposit; and to recover the filing fee from the landlords for the cost of this application.

At the outset of the hearing the tenant withdrew the application for a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulations or tenancy agreement.

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 December 28, 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 a Monetary Order to recover double the security deposit?

Background and Evidence

The tenant testifies that this month to month tenancy started in July 1998. Rent for this unit had increased to \$1,500.00 by the end of the tenancy and was due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$675.00 on July 01, 1998.

The tenant testifies that she moved from the rental unit on August 01, 2012 and sent the landlords a letter on December 04, 2012 containing the tenants forwarding address and a rebuttal on the landlords reasoning behind keeping the security deposit. The tenant testifies that the landlords did not complete either a move in or a move out condition inspection report at the start and end of the tenancy. The tenant did agree in writing that the landlords could keep the sum of \$122.68 for utilities used during the tenancy even though the landlord has not sent the tenant a copy of the utility bill.

The tenant states as the landlords have not returned the security deposit the tenant seeks to recover double the deposit plus any accrued interest. The tenant also seeks to recover the \$50.00 filing fee paid for this application.

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 did receive the tenants forwarding address in writing on December 04, 2012. As a result, the landlords had until December 19, 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, less the amount of \$122.65 that the tenant agreed in writing the landlords could keep. The tenant is also entitled to recover the accrued interest of \$82.49 payable on the original security deposit pursuant to section 38(6)(b) of the *Act*.

The tenant is also entitled to recover the \$50.00 filing fee from the landlords pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the tenant for the following amount:

Security deposit	\$675.00
Less amount agreed in writing that the landlords may keep	\$122.65
Balance of security deposit doubled (\$552.35)	\$1,104.70
Accrued interest on original amount	\$82.49
Filing fee	\$50.00
Total amount due to the tenant	\$1,237.19

### Conclusion

I HEREBY FIND in partial favor of the tenant's monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for **\$1,237.19**. 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: March 19, 2013

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Residential Tenancy Branch

