



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenants' application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for a return of their security deposit, doubled, and for recovery of the filing fee.

The tenants appeared; the landlord did not appear.

The tenant testified that they served the landlord with their Application for Dispute Resolution and Notice of Hearing by registered mail on March 6, 2013 to the address used by the landlord during all dealings with the tenancy. The tenant supplied the receipt containing the tracking number of the registered mail.

I find the landlord was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the landlord's absence.

The tenants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Are the tenants entitled to a monetary order, which includes their security deposit, and to recover the filing fee?

Background and Evidence

The tenants testified that this tenancy began on November 9, 2009, ended on November 20, 2011, monthly rent was \$1250, and they paid a security deposit to the landlord in the amount of \$650.

The tenants testified that the landlord was provided the tenants' written forwarding address in a letter sent via regular mail in August 2011.

The tenants testified that the landlord has not returned their security deposit, that they have not agreed to any deductions, and are seeking monetary compensation for its return.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

In the absence of the landlord after having been duly served, the tenants' oral evidence will be preferred as I found the tenants to be clear and consistent in their testimony.

Under section 38 of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the security deposit within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy. If a landlord fails to comply, then the landlord must pay the tenant double the security deposit.

In the case before me, the undisputed evidence shows that the tenancy ended on November 22, 2011, and that the landlord received the tenant's written forwarding address on by the end of August 2011, the landlord has not applied for arbitration claiming against the security deposit, and has not returned any portion of the tenants' security deposit.

I therefore grant the tenants' application for dispute resolution and order that the landlord pay the tenants double their security deposit.

I therefore find that the tenant has proven a monetary claim in the amount of \$1350, comprised of their security deposit of \$650, doubled to \$1300, and for recovery of the filing fee of \$50 due to the tenants' successful application.

Conclusion

I grant the tenants a final, legally binding monetary order in the amount of \$1350, which I have enclosed with the tenants' Decision.

Should the landlord fail to pay the tenants this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The landlord is advised that costs of such enforcement may be recovered from the landlord.

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* and is being mailed to both the applicant and the respondent.

Dated: May 28, 2013

Residential Tenancy Branch

