



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

MNSD

### **Introduction**

This hearing was convened in response to an application by the tenant for an Order for the return of double their security deposit. The tenant participated in the conference call hearing and the landlords did not. The tenant provided evidence showing that they had served the landlords with the application for dispute resolution and notice of hearing by registered mail sent on May 24, 2013 for which they provided a receipt and a postal tracking number. The tenant testified the mail was returned to them as refused. I found that the landlord had been properly served with notice of the claim against them and the hearing proceeded in their absence.

### **Issue(s) to be Decided**

Is the tenant entitled to the return of double their security deposit?

Is the tenant entitled to the monetary amount claimed for their filing fee?

### **Background and Evidence**

The tenant's relevant undisputed evidence is as follows. The tenancy started March 01, 2013 at which time the landlord collected a security deposit of \$325.00 and which they retain in trust. The tenancy ended April 30, 2013 following the tenant giving the landlord a Notice to End tenancy within the month of March 2013, in which the tenant included their forwarding address in writing. The tenant testified they gave the landlord their Notice to End by placing it in the landlord's mailbox at the landlord's residence.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. I find the landlords received the tenant's forwarding address before April 30, 2013 and I find the landlords failed to repay the security deposit or make an application for dispute resolution within 15 days of the

end of the tenancy and are therefore liable under section 38(6) which provides that the landlords must pay the tenant *double* the amount of the original deposit.

The landlords currently hold the amount of \$325.00 of the original security deposit. I find that they are obligated under section 38 to return *double* this amount in the sum of \$650.00. I further find the tenant is entitled to recover the filing fee of \$50.00 from the landlord. **As a result**, I award the tenant **\$700.00**.

***Calculation for Monetary Order***

Original Security deposit	\$325.00
<i>Double</i> original security deposit – Section 38(6)	325.00
Filing fee	50.00
<b>Total Monetary Award to tenant</b>	<b>\$700.00</b>

**Conclusion**

**I grant** the tenant an order under Section 67 for **\$700.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

**This Decision is final and binding on both parties.**

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: August 28, 2013

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Residential Tenancy Branch

