



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Denwood Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNSD; MNDC; FF

### **Introduction**

This is the Tenant's application for a monetary order for return of the security deposit; for compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlord.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he sent each of the Landlords the Notice of Hearing documents and copies of his documentary evidence by registered mail, sent on July 22, 2013, to the address provided by the Landlords on the tenancy agreement. The Tenant provided the tracking numbers for both of the registered documents. He stated that the documents were returned to him "unclaimed" on or about the beginning of September, 2013. The Tenant provided copies of the returned registered mail documents in evidence.

Based on the Tenant's affirmed testimony and the documentary evidence provided, I am satisfied that the Landlord was duly served pursuant to the provisions of Section 89(1)(c) of the Act.

### **Preliminary Matters**

The Residential Tenancy Rules of Procedure, Rule 2.3, states that for disputes to be combined on an application they must be related. I find that the Tenant's application for compensation for damage or loss under the Act, regulation or tenancy agreement is not sufficiently related to his application for return of the security deposit. For these reasons, I dismiss the Tenant's application for such compensation **with 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**

This tenancy began on November 1, 2012. The Landlords were granted an Order of Possession and Monetary Order for unpaid rent by way of the Direct Request Process in January, 2013. The Tenant did not apply for review of the Decision and Orders. The tenancy ended, pursuant to the Decision, on January 13, 2013.

#### **The Tenant gave the following testimony:**

The Tenant paid a security deposit in the amount of \$500.00 at the beginning of the tenancy. No condition inspection was completed at the beginning or the end of the tenancy. The Tenant did not agree that the Landlord could retain any of the security deposit.

On June 24, 2013, the Tenant provided the Landlord with his forwarding address by registered mail. The Tenant provided a copy of his letter enclosing his forwarding address and a copy of the registered mail receipt in evidence. The Landlords did not return any of the security deposit.

### **Analysis**

A security deposit is held in a form of trust by the Landlords 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.

The Landlords have not filed an application for dispute resolution with respect to the security deposit. I accept the Tenant's testimony that the Landlords have not returned any of the security deposit to the Tenant.

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 amount of the security deposit (\$500.00 x 2 = **\$1,000.00**).

The Tenant has been successful in his application for return of the security deposit and I find that he is entitled to recover **\$50.00** of the cost of the filing fee from the Landlords.

### **Conclusion**

I hereby grant the Tenant a Monetary Order in the amount of **\$1,050.00** for service upon the 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: October 25, 2013

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Residential Tenancy Branch

