



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, FF

Introduction

This hearing was convened in response to an application by the tenant for an Order for the return of double their security deposit and recovery of the filing fee.

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 on November 08, 2013 and that the tracking information stated the registered mail was unclaimed and eventually returned to the tenant. The landlords cannot avoid service by refusing to accept registered mail. I found that they had been properly served with notice of the claim against them and the hearing proceeded in their absence. It must further be noted that failure to claim registered mail is not a ground for review.

Issue(s) to be Decided

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

Background and Evidence

The tenant's undisputed evidence is as follows. The tenant paid a \$525.00 security deposit in April 2011 at the beginning of the tenancy. The tenancy ended March 31, 2013. The tenant's undisputed testimony is that condition inspections were not performed nor recorded at the outset and end of the tenancy and that the tenant did not agree to any of their deposit being retained by the landlord. The tenant gave the landlord their forwarding address in writing on April 17, 2013, which they then provided again in an e-mail May 28, 2013.

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 landlord received the tenant's forwarding address on April 17, 2013 and I find the landlord failed to repay the

security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and are therefore liable under **Section 38(6)** which states that the landlord *must pay the tenant double the amount of the security deposit*.

The landlord currently holds a security deposit of \$525.00 and I find that they are obligated under Section 38 to return double this amount. As a result, I award the tenant \$1050.00. I find the tenant is further entitled to recover their filing fee in the amount of \$50.00, for a sum award of **\$1100.00**.

Conclusion

I grant the tenant a Monetary Order under Section 67 of the Act for the amount of **\$1100.00**. 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: February 19, 2014

Residential Tenancy Branch