



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD, FF

### Introduction

This hearing concerns an application by the tenants for a monetary order for compensation reflecting the double return of the security deposit / and recovery of the filing fee. Tenant “KDR” attended and gave affirmed testimony.

The tenant testified that the application for dispute resolution and notice of hearing (the “hearing package”) was served by way of Xpresspost. Evidence provided by the tenant includes the Canada Post Xpresspost tracking number, and the Canada Post website informs that the item was “delivered to recipient’s community mailbox” on November 20, 2013. Following from all of the foregoing, I find that for the purposes of the Act the tenants’ hearing package was served on the landlord.

### Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the term of tenancy was from January 1 to December 31, 2012. Monthly rent of \$1,200.00 was due and payable in advance on the first day of each month, and a security deposit of \$600.00 was collected. The tenant testified that a move-in condition inspection report was not completed.

The tenancy ended December 31, 2012. The tenant testified that his forwarding address was provided to the landlord at that time. The tenant also testified that a move-out condition inspection report was not completed.

With the passage of time, as the landlord did not repay the tenants’ security deposit, the tenant again informed the landlord of his forwarding address. On this occasion the tenant informed the landlord of his forwarding address by way of Xpresspost which was

“accepted at the Post Office” on October 21, 2013. Evidence provided by the tenant includes the Canada Post tracking number for the Xpresspost, and the Canada Post website informs that the item was “delivered to recipient’s community mailbox” on October 23, 2013. Despite this, the tenants have not subsequently received any portion of their security deposit back from the landlord.

### Analysis

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant’s forwarding address in writing, the landlord must either repay the security deposit, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord neither repaid the security deposit nor filed an application for dispute resolution within 15 days after receiving the tenants’ forwarding address in writing in October 2013. Accordingly, I find that the tenants have established entitlement to compensation reflecting the double return of the security deposit in the amount of **\$1,200.00** (2 x \$600.00) in addition to recovery of the **\$50.00** filing fee.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$1,250.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court 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: March 10, 2014

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Residential Tenancy Branch

