



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both tenants

The tenants testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on April 2, 2014 in accordance with Section 89. As per Section 90, the documents are deemed received by the landlord on the 5th day after it was mailed.

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

During the hearing the tenants accidentally hung up the phone. I left the phone lines open for an additional 10 minutes but the tenants did not return to the call.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to a monetary order for return of of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The tenants testified that the tenancy began in October 2008 for a monthly rent of \$800.00 due on the 1st of each month with a security deposit of \$800.00 paid. The tenants submit that they vacated the rental unit on February 28, 2014.

The tenants also submit that they provided the landlord with their forwarding address on the day that they vacated the rental unit, February 28, 2014. The tenants submit they have not received their security deposit back.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the undisputed testimony of the tenants I find that the landlord received the tenants' forwarding address on or before February 28, 2014 or the end date of the tenancy. As such, I find the landlord had until March 15, 2014 to either file an Application for Dispute Resolution or return the tenant's deposit in full.

As per the tenant's undisputed testimony I find the landlord has failed to return the tenants' security deposit of \$800.00. I therefore find the landlord has failed to comply with the requirements of Section 38(1) of the *Act* and the tenants are entitled to return of double the amount of the security deposit pursuant to Section 38(6).

Conclusion

I find the tenants are entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,600.00** comprised of double the amount of the security deposit.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: July 22, 2014

Residential Tenancy Branch

