



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution filed on April 2, 2014, by the Tenant for a Monetary Order for the return of double his security deposit.

The Tenant submitted that he served the Landlords his application for Dispute Resolution and hearing documents, by registered mail on April 7, 2014. Canada Post tracking receipts were provided in the Tenant's evidence. Based on the submissions of the Tenant I find the Landlords were deemed served notice of this proceeding on April 12, 2014, five days after they were mailed, in accordance with section 90 of the Act.

The Tenant appeared at the teleconference hearing, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. No one appeared on behalf of the Landlords despite them being served notice of this hearing in accordance with the Act. Accordingly, I proceeded in the absence of the Landlords.

Issue(s) to be Decided

Has the Tenant proven entitlement to a Monetary Order?

Background and Evidence

The Tenant affirmed the parties entered into a month to month tenancy agreement that began September 16, 2012. Rent was payable on the first of each month in the amount of \$1,300.00 and on September 16, 2012, the Tenant paid \$650.00 as the security deposit. The Tenant provided notice to end his tenancy on March 20, 2013 and vacated by April 30, 2013.

The Tenant submitted evidence that he served the Landlords his forwarding address by regular mail several times in 2013 and then again by registered mail on March 20, 2014. The Landlords have failed to respond to his requests and have not returned his security deposit so he is seeking double his deposit.

Analysis

Given the evidence before me, in the absence of any evidence from the Landlords who did not appear despite being properly served with notice of this proceeding, I accept the undisputed version of events as discussed by the Tenant and corroborated by his documentary evidence.

The evidence supports the tenancy ended April 30, 2013, and the Landlords are deemed to have received the Tenant's forwarding address by March 25, 2014.

Section 38(1) of the *Act* stipulates that if within 15 days after the later of: 1) the date the tenancy ends, and 2) the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit, to the tenant with interest or make application for dispute resolution claiming against the security deposit.

In this case the Landlords were required to return the Tenant's security deposit in full or file for dispute resolution no later than April 9, 2014. The Landlords did neither.

Based on the above, I find that the Landlords have failed to comply with Section 38(1) of the *Act* and that the Landlords are now subject to Section 38(6) of the *Act* which states that if a landlord fails to comply with section 38(1) the landlord may not make a claim against the security and pet deposit and the landlord must pay the tenant double the security deposit.

Based on the aforementioned I find the Tenant has met the burden of proof to establish his claim and I award him double his security deposit plus interest in the amount of **\$1,300.00** (2 x \$650.00 + \$0.00 interest).

Conclusion

The Tenant has been awarded a Monetary Order in the amount of **\$1,300.00**. This Order is legally binding and must be served upon the Landlords. In the event that the Landlords do not comply with this Order it may be filed with the Province of British Columbia 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: July 24, 2014

Residential Tenancy Branch

