



# 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 to recover the filing fee. The tenant participated in the conference call hearing and the landlord did not. The tenant testified they served the landlord with the application for dispute resolution and Notice of Hearing by registered mail and that it had been accepted by the landlord. The tenant provided proof that both landlords received the registered mail. I found that they had been properly served with notice of the claim against them and the hearing proceeded in their absence.

### **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 \$500.00 security deposit at the start of the tenancy of March 2012. The tenancy ended in August, 2013. Subsequently, the tenant sent the landlord their forwarding address in writing in April 2014 by registered mail - within a letter provided into evidence. The tenant also provided evidence the registered mail was received by the landlord May 06, 2014. The tenant testified that to date they have not received a response from the landlord and have not received their deposit.

### **Analysis**

**Section 38(1)** of the Act provides that the landlord must return the deposits of the tenancy 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 landlords received the tenant's forwarding address on May 06, 2014 and I find the landlords 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 provides that the landlords must pay the tenant double the amount of the security deposit.

The landlords currently hold the security deposit in the amount of \$500.00 and I find that they are obligated under Section 38 to return double this amount. I award the tenant \$1000.00. The tenant is further entitled to recover their filing fee of \$50.00, for a total award of **\$1050.00**.

### **Conclusion**

**I grant** the tenant an Order under Section 67 for **\$1050.00**. If necessary 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: November 12, 2014

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Residential Tenancy Branch

