



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with a tenant's application for return of double the security deposit. GP testified that he sent the hearing packages to each landlord via registered mail at their address of residence on July 9, 2014. GP provided copies of the registered mail receipts as evidence. Both packages were successfully delivered. I was satisfied that the landlords were served with notification of this proceeding and I continued to hear from the tenant without the landlords present.

Issue(s) to be Decided

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

Background and Evidence

The tenancy commenced in July 2013 and the tenant paid \$350.00 for a security deposit. The tenant testified that her monthly rent was \$650.00 in the summer and \$680.00 in the winter for the basement suite. The tenancy ended by way of the tenant giving notice to end the tenancy and the tenant moved out in June 2014. The tenant confirmed that the landlord conducted a move-in and move-out inspection with her but did not prepare inspection reports.

The tenant testified that she gave a letter dated June 18, 2014 to the landlords by posting it on the door of their residence. The letter requested the return of her security deposit and provided a forwarding address.

The tenant stated that the landlord had informed her that he would not be returning the security deposit to her until such time the house was sold. The house was for sale during the last few months of her tenancy and after her tenancy ended and the tenant stated that she observed a "sold" sign outside the property very recently.

The tenant testified that she did not receive a refund of her security deposit and did not authorize the landlords to retain any portion of it.

During the hearing, the tenant described and read from certain documentation she had in possession; including the tenancy agreement, receipt for payment of the security deposit and a letter dated June 18, 2014. I ordered the tenant to send me copies of that documentation. The documentation was provided as so ordered and I have considered it in making this decision.

The document entitled "Agreement for basement suite" for the subject rental unit is signed by the tenant and the male landlord and provides the names of both landlords at the bottom of the document along with their service address. The document indicates the tenancy started July 15, 2013 and that the monthly rent was "650/680" with a "damage deposit" of \$350.

Also provided was a receipt dated July 12, 2013 which reflects a total payment of \$1,000.00 in cash "for August rent + deposit" and this document is initialled by the male landlord.

The letter dated June 18, 2014 is addressed to both landlords. It refers to her tenancy being at an end and contains a forwarding address for the tenant. It also includes information with respect to the landlord's obligation to return the security deposit within 15 days.

Analysis

Section 38(1) of the Act provides that unless a landlord has a legal right to retain the security deposit, a landlord must either return the security deposit to the tenant or make an Application for Dispute Resolution to claim against it within 15 days from the day the tenancy ended or the date the landlord received the tenant's forwarding address in writing, whichever day is later. Where a landlord does not comply with section 38(1) of the Act, section 38(6) requires that the landlord must pay the tenant double the security deposit.

Upon consideration of the undisputed testimony of the tenant and the documentation she provided, I am satisfied she paid a security deposit in the amount of \$350.00 when the tenancy formed. I am further satisfied that she served the landlords with a forwarding address in writing after the tenancy ended by posting it on their door on June 18, 2014 and by way of this Application for Dispute Resolution. Further, I was not provided any evidence to suggest the tenant extinguished her right to return of the

security deposit or that the landlord had been given authorization to retain it by an Arbitrator. I also accept that the tenant did not authorize the landlord to retain any part of the security deposit in writing.

Based upon the evidence before me, I find the landlords failed to comply with the Act with respect to disposition of the security deposit within 15 days of receiving the tenant's forwarding address in writing and the tenant entitled to return of double the security deposit. Therefore, I award the tenant return of double the security deposit in the amount of \$700.00 as provided under section 38(6) of the Act.

I further award the tenant recovery of the \$50.00 filing fee she paid for this Application.

In light of the above, I provide the tenant with a Monetary Order in the total amount of \$750.00 to serve and enforce. To enforce the Monetary Order it must be served upon the landlords and it may be filed in Provincial Court (Small Claims) to enforce as an Order of the court.

Conclusion

The tenant has been provided a Monetary Order in the amount of \$750.00 for return of double the security deposit and recovery of the filing fee.

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: December 03, 2014

Residential Tenancy Branch

