



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for a return of her security deposit.

The tenant attended the telephone conference call hearing; the landlords did not attend.

The tenant testified that she served each of the landlords with her Application for Dispute Resolution and Notice of Hearing by registered mail on September 25, 2014. The tenant supplied testimony of the tracking numbers of the registered mail.

Based upon the submissions of the tenant, I find the landlords were served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the landlords' absence.

The tenant was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of her security deposit, doubled?

Background and Evidence

The tenant stated that this tenancy began on November 1, 2012, ended on August 1, 2014, and that she paid a security deposit of \$325 at the beginning of the tenancy, which the landlord has failed to return.

The tenant stated that she provided the landlords with her written forwarding address, by hand delivery, on June 29, 2014, when she gave the landlords her notice to vacate.

The tenant's monetary claim is \$650, comprised of her security deposit of \$325, doubled.

Analysis

Under section 38(1) of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the deposit within 15 days of the later of receiving the tenant's forwarding address in writing. Section 38(6) of the *Act* states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of her security deposit.

As the undisputed evidence shows that this tenancy ended on August 1, 2014, the landlords had received the tenant's written forwarding address by June 29, 2014, and have not returned the tenant's security deposit, I find the tenant is entitled to a monetary award of \$650, comprised of her security deposit of \$325, doubled to \$650.

Conclusion

The tenant's application for monetary compensation is granted.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of her monetary award of \$650, which is enclosed with the tenant's Decision.

Should the landlords fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlords are advised that costs of such enforcement are recoverable from the landlords.

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: January 16, 2015

Residential Tenancy Branch

