



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 by the tenant seeking the return of double the security deposit. Despite having been served with the tenants' evidence and application for dispute resolution and notice of hearing by registered mail on September 9, 2014 in accordance with Section 89 of the Act, the landlords did not participate in the conference call hearing. The tenants gave affirmed evidence.

Issue to be Decided

Are the tenants entitled to the return of double the security deposit as claimed?

Background, Evidence and Analysis

The tenant's undisputed testimony is as follows. The tenancy began on November 1, 2013 and ended on August 15, 2014. The tenants were obligated to pay \$2000.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1000.00 security deposit and a \$1000.00 pet deposit

I address the tenant's claims and my findings as follows.

The tenants stated that they provided their forwarding address in writing to the landlord on August 15, 2014. The tenants stated that the landlord ignored their request and have lost all contact with her. The tenants have provided documentary evidence to support their claim.

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

The landlord did not return the deposit or file for dispute resolution as outlined above. Based on the testimony and evidence of the tenants and in the absence of any disputing evidence from the landlord the tenants are entitled to the return of double their security and pet deposits. The tenants are entitled to \$4000.00.

Conclusion

The tenant has established a claim for \$4000.00. I grant the tenant an order under section 67 for the balance due of \$4000.00. This order may be filed in the 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: April 02, 2015

Residential Tenancy Branch

