



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the respondent resides. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. The tenant testified he served the Application for Dispute Resolution by mailing, by registered mail to where the respondent resides on March 17, 2015. The respondent failed to pick up the registered mail documents. I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by registered mail despite the fact the respondent failed to pick up the documents. With respect to each of the applicant's claims I find as follows

Issue(s) to be Decided::

The issue to be decided is whether the tenant is entitled to the return of double the security deposit/pet deposit?

Background and Evidence

The parties entered into a six month fixed term written tenancy agreement that provided that the tenancy would start on November 1, 2014. The rent was \$750 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$375 around the middle of October. The tenant gave the landlord written

notice at the end of December they would be vacating at the end of January. The tenant found another tenant who took possession on February 1, 2015. The tenant vacated at the end of January 2015. .

The tenant(s) provided the landlord with his/her their forwarding address in writing on February 17, 2015.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Analysis

The tenants paid a security deposit of \$375 in October 2014. I determined the tenancy ended on January 31, 2015. I further determined the tenant(s) provided the landlord with their forwarding address in writing on February 17, 2015. The parties have not agreed in writing that the landlord can retain the security deposit. The landlord does not have a monetary order against the tenants and the landlord failed to file an Application for Dispute Resolution within the 15 days from the later of the end of tenancy or the date the landlord receives the tenants' forwarding address in writing. **As a result I determined the tenants have established a claim against the landlord for double the security deposit (\$375 x 2 = \$750).**

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$750.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: August 24, 2015

Residential Tenancy Branch

