



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 scheduled in response to the tenant's Application for Dispute Resolution, in which the tenants have requested a monetary Order for return of double the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The tenants provided affirmed testimony that the landlord was served notice of the hearing, sent to the landlord's home address via registered mail. The tenants' could not locate the registered mail information. The tenants were given until September 8, 2015 to submit the Canada post tracking information.

On September 4, 2015 the tenants submitted a copy of the Canada Post tracking information. The Canada Post "Track a Package Printout" submitted by the tenants showed that on March 26, 2015 the mail was accepted at the post office and on April 13, 2015 the mail was successfully delivered. This mail was sent two days the tenants submitted their application. The tracking information showed that the signature obtained from the person accepting the mail was the landlord.

Therefore, I find that the hearing documents were served to the landlord in accordance with section 89 of the Act on the date the landlord signed accepting the registered mail, April 13, 2015. The landlord did not appear at the hearing.

Issue(s) to be Decided

Are the tenants entitled to return of double the security deposit paid?

Background and Evidence

The tenancy commenced on March 30, 2014 and ended, by agreement one month prior to the end of the fixed term, February 28, 2015. Rent was \$1,000.00 per month. The tenants paid a security deposit in the sum of \$500.00. A copy of the signed tenancy agreement was supplied as evidence.

A move-in condition inspection report was completed; a copy was supplied as evidence.

The landlord did not schedule a move-out inspection with the tenants, although they did walk through the unit together on March 10, 2015.

The landlord asked the tenants to leave their written forwarding address in an ice box at the front of the house. The tenants left the address on March 7, 2015; a copy of the note was supplied as evidence.

The tenants did not agree to any deductions from the deposit.

The tenants have not received the security deposit from the landlord and have claimed return of double the sum paid.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The amount of deposit owed to a tenant is also contingent on any dispute related to damages and the completion of move-in and move-out condition inspections. In this case there is no dispute related to damages.

I have no evidence before me that that landlord has repaid the deposit as requested in writing by the tenants. I find that the landlord received the tenants forwarding address on the date it was left in the ice box and again on April 13, 2015 when the landlord accepted the tenants' application sent by registered mail.

Therefore, as the landlord failed to submit a claim against the deposit or to return the deposit within fifteen days of receipt of the forwarding address I find that the tenants are entitled to return of double the \$500.00 security deposit paid to the landlord.

I find that the tenant's application has merit and that the tenants are entitled to recover the \$50.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the tenants a monetary Order in the sum of \$1,050.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court

Conclusion

The tenants are entitled to return of double the \$500.00 security deposit.

The tenants are entitled to the filing fee cost.

This decision is final and binding and 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: September 08, 2015

Residential Tenancy Branch

