



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 the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant only.

The tenant submitted documentary evidence to confirm each landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on September 3, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the evidence of the tenant, I find that each landlord has been sufficiently served with the documents pursuant to the *Act*.

The tenant confirmed at the start of the hearing that the male landlord was the only landlord named in the tenancy agreement. As such, I amend the tenant's Application for Dispute Resolution to name only the male landlord as the respondent.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled; to a monetary order for double the amount of the security deposit and to recover the filing fee from the landlords for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The tenant has submitted into evidence a copy of a tenancy agreement signed by the parties on September 13, 2014 for a 8 month fixed term tenancy beginning on September 1, 2014 for a monthly rent of \$2,000.00 due on the 1st of each month with a security deposit of \$1,000.00 paid. The tenant submitted the tenancy ended on April 30, 2015.

The tenant provided a copy of a letter dated May 10, 2015 advising the landlord of his forwarding address. The tenant confirmed he served this letter to the landlord by registered mail. The tenant submitted a copy of a handwritten letter from the landlord dated May 27, 2015 “replying your letter about security deposit request” [reproduced as written]. The tenant submitted he has not yet received his security deposit from the landlord.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant’s forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the undisputed evidence and testimony from the tenant I find the tenancy ended on April 30, 2015 and that the tenant provided the landlord with his forwarding address on May 10, 2015.

Based on the method of serving the forwarding address to the landlord I find the landlord received the forwarding address on May 15, 2015, pursuant to Section 90 of the *Act*.

As a result, I find the landlord had until May 30, 2015 to either return the deposit in full to the tenant or file an Application for Dispute Resolution seeking to claim against the deposit. As there is no evidence before me that the landlord complied with this requirement I find the landlord has failed to comply with Section 38(1) and the tenant is entitled to double the amount of the security deposit, pursuant to Section 38(6).

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$2,050.00** comprised of \$2,000.00 double the security deposit and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlords. If the landlords fail to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: March 03, 2016

Residential Tenancy Branch