



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

MNSD

### **Introduction**

This hearing was convened in response to an application by the tenant for an Order for the return of double their security deposit and to recover their filing fee. The tenant participated in the conference call hearing and the landlord did not. The tenant testified they served the landlord with the application for dispute resolution and Notice of Hearing by registered mail and provided evidence of registered mail service in support of their testimony. I find the landlord was properly served with notice of the claim against them and the hearing proceeded in their absence.

### **Issue(s) to be Decided**

Is the tenant entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenant's undisputed evidence is as follows. The tenant paid a \$775.00 security deposit at the start of the tenancy of February 01, 2015. The tenancy ended on January 31, 2016. The tenant personally gave the landlord their forwarding address in writing on January 31, 2016, by registered mail and subsequently by e-mail. The tenant testified they have never given the landlord permission to retain any of their security deposit and that to date they have not received a response from the landlord and have not received their deposit.

### **Analysis**

**Section 38(1)** of the Act provides that the landlord must return the deposits of the tenancy or apply for dispute resolution within 15 days after, the later of, the end of the tenancy and the date the forwarding address is received in writing. I find the landlords received the tenant's forwarding address on January 31, 2016 and I find the landlords failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and are therefore liable under

**Section 38(6)** which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlords currently hold the security deposit of \$775.00 and were obligated to return this amount. I find that they are now obligated under **Section 38** to return double this amount. I award the tenant \$1550.00. The tenant is further entitled to recover their filing fee of \$100.00 for a sum award to the tenant of **\$1650.00**.

### **Conclusion**

**I grant** the tenant a Monetary Order under Section 67 of the Act for **\$1650.00**. If necessary this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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 18, 2016

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Residential Tenancy Branch