



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This is an application brought by the tenant requesting a Monetary Order for \$600.00, which represents double the \$300.00 security deposit.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on October 15, 2015; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing, and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that this tenancy began on April 1, 2011, and that a security deposit of \$300.00 was paid proximately one month before the beginning of the tenancy.

The applicant further testified that the tenancy ended on May 31, 2015, and that the landlord was given a forwarding address in writing on September 10, 2015.

The applicant further testified that the landlord had originally stated the security deposit was going to be returned; however the landlord has never returned any of the security deposit, and therefore he is requesting an Order for return of double the deposit.

### Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit, and the time limit in which to apply is now past.

This tenancy ended on May 3, 2015, and the landlord had a forwarding address in writing by September 10, 2015, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

I accept the tenant's sworn testimony that he paid a security deposit of \$300.00, and therefore, pursuant to section 38(6) of the Residential Tenancy Act, the landlord must pay \$600.00 to the tenant.

### Conclusion

Pursuant to section 38 of the Residential Tenancy Act I have issued an Order for the respondent to pay \$600.00 to the applicant.

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 20, 2016

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Residential Tenancy Branch