



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD*

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on December 16, 2015, to an address provided by the landlord. The package was returned to the tenant as 'unclaimed'. The tenant sent a second package on February 01, 2016 which was also returned marked "unclaimed". The tenant filed a receipt with a tracking number along with copies of the returned envelopes.

Residential Tenancy Policy Guideline No. 12 provides that, where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Based on the tenant's evidence and pursuant to section 89 and 90 of the *Act*, I find that the landlord has been deemed served with the tenant's dispute resolution hearing package on December 21, 2015 and February 06, 2016, 5 days after the mailing of the package. The landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Is the tenant entitled to the return of double the security deposit?

### **Background and Evidence**

The tenancy began on May 01, 1998 and ended on October 30, 2015. The monthly rent at the end of tenancy was \$620.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$220.00.

The tenant testified that she provided the landlord with her forwarding address in writing, by regular mail on November 17, 2015. The tenant did not hear back and on December 14, 2015, she filed this application.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit 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.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$220.00 and is obligated under section 38 to return double this amount (\$440.00) plus interest on the base deposit (\$27.19). I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$467.19**. This order may be filed in the Small Claims Court and enforced as an order of that Court

### **Conclusion**

I grant the tenant a monetary order for **\$467.19**.

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: July 12, 2016

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Residential Tenancy Branch