



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 convened in response to an application by the tenant for an Order for the return of their security deposit and to recover the 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 that it was unclaimed by the landlord. The tenant provided a copy of the registered mail addressed to the landlord's address as provided in the application and it is marked by a postal service stamp stating the mail was being returned to the sender as unclaimed. I found that 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 return of their security deposit?

Is the tenant entitled to the monetary amount claimed?

Background and Evidence

The tenant's undisputed evidence is as follows. The tenant paid a \$1900.00 security deposit at the start of the tenancy of January 01, 2015. The tenancy ended on April 30, 2016 and the parties conducted a cursory inspection. Subsequently, the tenant hand-delivered their forwarding address to the landlord in writing on May 03, 2016 for the return of the security deposit. The tenant testified the landlord answered the door on May 03, 2016 and refused to accept the tenant's envelope containing their forwarding address; therefore the tenant placed the envelope on the floor before the landlord. The tenant claims they also posted the same written information to the door of the rental unit. The tenant testified that to date they have not received a response from the landlord nor received any of 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 in writing on May 03, 2016. 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. As a result, the Act prescribes that pursuant to **Section 38(6)** the landlords must pay the tenant *double* the amount of the security deposit and pet damage deposit as applicable.

The landlords currently hold the security deposit in the amount of \$1900.00 and I find that they are obligated under **Section 38** to return *double* this amount. Therefore, I award the tenant \$3800.00, and as they were successful in their application I further grant the tenant their filing fee of \$100.00 for a sum award of **\$3900.00**.

I grant the tenant an **Order** under Section 67 for **\$3900.00**. This Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant's application is granted.

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: November 21, 2016

Residential Tenancy Branch

