



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of double the amount of the security deposit, pursuant to section 38.

The landlords did not attend this hearing, which lasted approximately 20 minutes. The tenant ("P.S.") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified that the landlords were served with the tenant's evidentiary and application for dispute resolution hearing package ("Application") on March 4, 2017, by way of Registered Mail. The tenant provided a Canada Post receipt and tracking number for his Application. In accordance with sections 88, 89 and 90 of the Act, I find that the landlords were deemed served with the tenant's Application on March 9, 2017, five days after its registered mailing.

### Issue(s) to be Decided

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

### Background and Evidence

The tenant testified that this was a fixed term tenancy that began on April 1, 2015 and ended by way of mutual agreement on January 31, 2016. Monthly rent in the amount of \$2,100.00 was payable on the first day of each month. A security deposit of \$1,100.00 was paid by the tenant at the outset of the tenancy. The landlords continue to retain this deposit.

The tenant testified that he vacated the rental unit on January 31, 2016. At this time a condition inspection report was completed for this tenancy. The tenant said that this tenancy agreement was entered between himself, the landlords and roommate, K.L.

The tenant explained that K.L. remained in the rental unit after January 31, 2016 but signed a new lease with the landlords.

The tenant explained that he has made several attempts to provide his forwarding address in writing to the landlords. On August 23, 2016, September 26, 2016, November 20, 2016 and January 1, 2017 the tenant emailed the landlords with his forwarding address. The tenant stated that he has previously, without issue corresponded with the landlords at the email to which he directed his address. In addition to these emails, the tenant said that on January 15, 2016 and in November 2016 he wrote a letter to the landlords asking for a return of this security deposit. In these letters provided to the hearing as part of the tenant's evidentiary package, the tenant provided his forwarding address.

The tenant testified that the landlords did not have written permission to keep any amount from the tenant's security deposit. The tenant confirmed that he did not receive an application for dispute resolution from the landlords to retain any amount from the security deposit. Additionally, the tenant stated that he has spoken to his roommate, K.L. and this money was not returned to her.

The tenant seeks a return of double the amount of his security deposit, totalling \$2,200.00.

#### Analysis – Return of Security Deposit

Section 38 of the *Act* requires the landlord to either return the tenant's security deposit or file for dispute resolution for authorization to retain the deposit 15 days after the later of the end of a tenancy and or of receipt of the tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award, pursuant to section 38(6)(b) of the *Act*, equivalent to double the value of the security deposit. However, this provision does not apply if the landlord has obtained the tenant's written authorization to retain all or a portion of the security deposit to offset damages or losses arising out of the tenancy as per section 38(4)(a), or an amount that the Director has previously ordered the tenant to pay to the landlord, which remains unpaid at the end of the tenancy pursuant to section 38(3)(b).

I make the following findings based on the undisputed testimony of the tenant. The tenancy ended on January 31, 2016. The tenant provided a written forwarding address to the landlords by way of a letter mailed to the landlords on January 15, 2016 and again in November 2016. In addition to these letters, several emails were sent to the landlords containing the tenant's address. I find that the tenant took sufficient steps to

provide his forwarding address in writing to the landlords. The tenant did not give the landlords written permission to retain any amount from his security deposit. The landlords did not return the deposit or make an application for dispute resolution to claim against the deposit.

The landlords continue to hold the tenant's security deposit of \$1,100.00. Over the period of this tenancy, no interest is payable on the landlords' retention of the security deposit. In accordance with section 38(6)(b) of the *Act* and *Residential Tenancy Policy Guideline #17*, I find that the tenant is entitled to receive double the value of his security deposit, totalling \$2,200.00, from the landlords.

### Conclusion

I issue a monetary Order in the tenant's favour in the amount of \$2,200.00 against the landlords. The tenant is provided with a monetary order in the above terms and the landlords must be served with this Order as soon as possible. Should the landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: April 27, 2017

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Residential Tenancy Branch