



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 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 and submitted evidence they served the landlord with the application for dispute resolution and Notice of Hearing by registered mail on May 15, 2017 and that it was received by the landlord May 16, 2017. I found that the landlord was served with notice of the claim against them in accordance with the Act and the hearing proceeded in their absence on the merits of the tenant's application.

Issue(s) to be Decided

Is the tenant entitled to the monetary amount claimed?

Background and Evidence

The tenant's undisputed evidence is as follows. The tenant paid a \$575.00 security deposit at the start of the tenancy of September, 2015. The tenancy ended on April 30, or May 01, 2016. The tenant testified the landlord did not conduct a *move in* or *move out* inspection with them and at the end of the tenancy they did not agree the landlord could retain any of the deposit.

On March 27, 2017 the tenant sent the landlord their written forwarding address for the return of the security deposit. The tenant submitted evidence the landlord received the registered mail March 28, 2017 but has not returned the tenant's deposit.

Analysis

Section 38(1) of the Act provides that the landlord must return the deposit(s) 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 landlord received the tenant's forwarding address in writing on March 28, 2017. I find 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. 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 \$575.00 and I find that they are obligated under **Section 38** to return *double* this amount. I find the tenant has not waived this right under the Act. Therefore, I award the tenant double their original security deposit in the sum of **\$1150.00**.

Conclusion

The tenant's application is granted.

I grant the tenant a Monetary Order under Section 67 for **\$1150.00**. 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.

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: June 19, 2017

Residential Tenancy Branch