



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

On April 26, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") for the Landlord to return of all or part of the pet damage deposit or security deposit.

The Tenant appeared at the hearing; however, the Landlords did not. The Tenant provided affirmed testimony that the Landlords were served with the Notice of Dispute Resolution Proceeding using Registered Mail on April 27, 2018. The tenant provided documentary evidence that the Notice of Dispute Resolution Proceeding was served by registered mail. I find that that the Notice of Dispute Resolution Proceeding was served to the Landlords in accordance with sections 89 and 90 of the Act and the Notice of Hearing is deemed to have been received by the Landlords on the fifth day after it was mailed.

The Tenant was provided the opportunity to present evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Tenant entitled to the return of double the security deposit?

Background and Evidence

The Tenant's advocate submitted that the tenancy began on March 1, 2016, and ended on March 7, 2018. Rent in the amount of \$500.00 was due each month. The Tenant paid the Landlord a security deposit of \$250.00.

The Tenant's advocate submitted that the Landlords did not return the security deposit after the Tenant moved out of the rental unit.

The Tenants advocate submitted that there was no agreement that the Landlords could retain any amount of the security deposit.

The Tenants advocate submitted that the Tenant provided the Landlord with a forwarding address in writing on March 7, 2018. The Tenant provided documentary evidence that the Tenants forwarding address was provided to the Landlords on March 7, 2018

The Tenants advocate submitted that the Landlord has not returned any amount of the security deposit.

The Tenant is seeking a monetary order in the amount of \$500.00.

The Landlords failed to attend the hearing and there is no evidence before me that the Landlords applied for dispute resolution to keep the security deposit.

Analysis

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

Section 38 (1) of the Act states that within 15 days after the later of the date the tenancy ends, and the date the Landlord receives the Tenant's forwarding address in writing, the Landlord must repay any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

If the landlord does not return or file for dispute resolution to retain the deposit within fifteen days, and does not have the tenant's agreement to keep the deposit, the landlord must pay the tenant double the amount of the deposit.

I find that the Tenants provided their forwarding address to the Landlords on March 7, 2018. There is no evidence before me that the Landlords returned the deposit or applied for dispute resolution within 15 days of receiving the Tenants forwarding address. I find that there was no agreement from the Tenants that the Landlords could retain the security deposit or pet damage deposit.

I find that the Landlords breached section 38 of the Act. Pursuant to section 38(6) of the Act, the Landlords must pay the Tenants double the amount of the security deposit.

I order the Landlords to pay the Tenant the amount of \$500.00. I grant the Tenant a monetary order in the amount of \$500.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlords are cautioned that costs of such enforcement are recoverable from the Landlords.

Conclusion

The Landlords failed to return the security deposit and pet damage deposit to the Tenant in accordance with the legislation.

The Tenant is granted double the amount of the security deposit. I grant the Tenant a monetary order in the amount of \$500.00.

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: October 30, 2018

Residential Tenancy Branch