



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 for dispute resolution by the Tenant for an order for the return of double the security deposit pursuant to section 38 of the *Residential Tenancy Act* (the “Act”).

The Landlords did not attend the hearing. I accept the Tenant’s evidence that each Landlord was served with the application for dispute resolution, notice of hearing and all evidence (the “Materials”) by registered mail on November 7, 2019 in accordance with Section 89 of the Act. Postal evidence indicates that the Landlord did not collect the mail. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlords are deemed to have received the Materials on November 12, 2019 regardless of them not collecting the mail. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

It was noted that the online application names the Tenant’s Advocate as a Tenant or party to the proceedings. The Tenant and the Advocate clarified that the Advocate is not a party to the proceedings. Given this clarification only the Tenant is named as a party on the style of cause for these proceedings.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on March 1, 2019 and ended on August 6, 2019. All rent was paid for August 2019. At the outset of the tenancy, the Landlord collected a security deposit of \$575.00. The Tenant provided its forwarding address in writing on September 12, 2019 by registered mail. The Tenant did not provide any written authorization for the Landlords to retain any amount of the security deposit. The Landlords have not made an application to claim against the security deposit.

Analysis

Section 38 of the Act provides 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 the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlords have not made an application for dispute resolution claiming against the security deposit, as the Tenant did not authorize the Landlords in writing to retain the security deposit and as the Landlord failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is now required to pay the Tenant double the security deposit of **\$1,150.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for **\$1,150.00**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: March 17, 2020

Residential Tenancy Branch