



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

REVIEW HEARING DECISION

Dispute Codes: MNSD, MNDC and FF

Introduction

This application was brought by the tenants seeking return of their security deposit on the claim that the landlord failed to return it within 15 days of the latter of the end of the tenancy and receipt of her forwarding address. The tenants also seek to recover the filing fee for this proceeding from the landlord.

Despite being served with the Notice of Hearing served in person on the president of the landlord association on January 30, 2009, no representative of the landlord association called in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

Issue(s) to be Decided

This matter requires a decision on whether the tenant has proven that she provided the landlord with a forwarding address at the end of the tenancy and that she requested return of the deposit.

Background and Evidence

This tenancy began April 1, 2003 in a manufactured home on the landlord association's property on which the tenants were employed as caretakers. The tenants vacated on October 31, 2008. Rent was \$500 per month and the landlord holds a security deposit of \$250 paid on June 18, 2003.

During the hearing, the tenant gave evidence that she had provided the landlord with her forwarding address writing when she gave notice in September. As verification, she submitted a letter from the landlord to the tenants dated January 21, 2009 which had been mailed to the same address. That letter acknowledged her request for return of the deposit and stated the residue, if any, would be returned after an accounting review.

A second letter from the landlord to the tenant referred to the present hearing and presented some explanation as to why the security deposit had not been returned, statements contested by the tenant.

The tenant also submitted a receipt from the landlord dated June 18, 2003 for \$250, identified as the security deposit.

Analysis

Section 38(1) one of the *Act* states that, unless the tenant consents otherwise, within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address, the landlord must return the security deposits plus interest or make application for dispute resolution to make claim upon it.

If the landlord does neither, section 38(6) states that the landlord “must” return double the amount of the deposit. It should be noted that the use of the word “must” denotes that a dispute resolution officer has no discretion to adjust the amount.

Accordingly, I find that the landlord must pay the tenant the amount necessary to double the security deposit plus the interest on the bare security deposit.

As the application has succeeded, I find that the tenants are entitled to recover the filing fee for this proceeding.

Therefore, I find that the tenants are entitled to a Monetary Order calculated as follows:

To return the the security deposit	\$250.00
Interest on security deposit from June 18,, 2003 to date	8.86
To double security deposit as per S. 38(6) of the <i>Act</i>	250.00
Filing fee	50.00
TOTAL	\$558.86

Conclusion

Thus, the tenant’s copy of this decision is accompanied by a Monetary Order for \$558.86, enforceable through the Provincial Court of British Columbia, for service on the landlord.

April 3, 2009

Dispute Resolution Officer