



# 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 double their security deposit. The tenant participated in the conference call hearing and the landlords did not. The tenant presented evidence showing that they had served the landlords with the application for dispute resolution and notice of hearing by registered mail and that it had been refused by the recipients. The tenant provided the unopened registered mail which had been correctly addressed to the landlord, although returned to the tenant. The landlords cannot avoid service by refusing to accept registered mail. I found that they had been properly served with notice of the claim against them and the hearing proceeded in their absence.

### **Issue(s) to be Decided**

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

### **Background and Evidence**

The tenant's undisputed evidence is as follows. The tenant paid a \$300.00 security deposit on June 30, 2012. The tenancy ended on July 27, 2012. On July 31, 2012 the tenant gave the landlords their forwarding address in writing. They subsequently gave the landlord written reminders.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit 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 July 2012 and I find the landlords failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and are therefore liable under section 38(6) which provides that the landlords must pay the tenant double the amount of the security deposit.

The landlords currently hold a security deposit of \$300.00 and I find that they are obligated under section 38 to return double this amount. As a result, I award the tenant **\$600.00**.

**Conclusion**

I grant the tenant an Order under Section 67 for **\$600.00**. This Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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: July 02, 2014

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Residential Tenancy Branch

