



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenants for the return of their security deposit.

One of the tenants attended the teleconference hearing and gave evidence, however the landlord did not attend. The tenant gave evidence that he served the landlord with the Notice of a Dispute Resolution Hearing and Tenant's Application for Dispute Resolution by registered mail on May 9, 2014, however the package was not claimed at the post office. I find the landlord was properly served.

Issue(s) to be Decided

Are the tenants entitled to the return of their security deposit?

Background and Evidence

The tenant gave evidence that the tenancy started November 1, 2012. The tenants were obligated to pay rent of \$850.00 monthly in advance on the first day of the month. The tenants also paid a security deposit of \$400.00 and a pet deposit of \$400.00.

The tenant gave evidence that the tenancy ended August 31, 2013. He said he provided his forwarding address to the landlord by email about a week after they moved out. He then provided his forwarding address by regular mail.

The tenant's evidence is that the landlord mailed him a cheque for \$263.00 but did not return the balance of the security and pet deposits.

Analysis

I accept the tenant's evidence that the tenancy ended on August 31, 2013 and the tenants provided their forwarding address to the landlord in writing shortly afterward.

The process for the return of security and pet deposits is set out in Section 38 of the *Residential Tenancy Act* [SBC 2002] c. 78. Pursuant to Section 38(1), the landlord must either repay the security and pet deposits in full or apply for dispute resolution to make a claim against the deposits within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing (whichever is later). Alternatively, pursuant to Section 38(4)(a), a landlord may retain all or part of a security or pet deposit if the tenant agrees in writing.

In this case, the landlord did not apply for dispute resolution to make a claim against the security and/or pet deposit within 15 days. Also, the tenants did not agree in writing to the retention of any part of the security and/or pet deposit. The landlord is therefore obligated to return the entire security and pet deposits to the tenants.

According to Section 38(6), a landlord who fails to follow Section 38(1) must pay the tenant double the amount of the security and pet deposits. In this case, the landlord failed to repay the tenants the amount of \$137.00 from their security deposit and \$400.00 from their pet deposit, a total of \$537.00. The tenants are therefore entitled to an order for twice that amount, which is \$1,074.00.

I grant the tenants an order under Section 67 for \$1,074.00. This order may be filed in Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenants a monetary order of \$1,074.00.

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: August 26, 2014

Residential Tenancy Branch

