



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding Top Vision Realty Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenants for an order for the return of the security deposit pursuant to section 38 of the *Residential Tenancy Act* (the “Act”).

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on September 9, 2017 in accordance with Section 89 of the Act. 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 Landlord is deemed to have received the Materials on September 14, 2017. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Are the Tenants entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on May 1, 2016 and ended on June 30, 2017, although the Tenants moved out of the unit sooner. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$1,515.00. The Tenants provided their forwarding address to the Landlord in July 2017 and in August 2017 the Landlord

returned only \$715.00 of the security deposit to the Tenants. The Tenant did not authorize any deduction from the security deposit and the Landlord made no application for dispute resolution to claim against the security deposit. The Tenant claims return of the security deposit and does not waive return of double 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 Landlord made no application for dispute resolution claiming against the security deposit, and failed to return the full security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit plus zero interest of **\$3,030.00**. Deducting the **\$715.00** already returned leaves **\$2,315.00** owed to the Tenants.

Conclusion

I Grant the Tenants an Order under Section 67 of the Act for **\$2,315.00**. 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 21, 2018

Residential Tenancy Branch