



Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: MNSD, FF

Introduction:

This hearing was convened in response to an application by the tenant seeking recovery of a security deposit and reimbursement of the filing fees paid for this application.

All parties attending the hearing and gave evidence under oath.

Background and Evidence:

The tenant says this tenancy ended on July 1, 2008. The tenant says she supplied her forwarding address to the landlords on July 5, 2008 and the landlord's acknowledge having received the tenant's forwarding address. The tenant says that she did not give the landlord's permission to retain her deposit yet she has not, to date, been reimbursed nor has she been served with an Application for Dispute Resolution from the landlords seeking to retain the deposit.

The landlords acknowledge that they received the tenant's forwarding address. The landlords agree they have not have not returned the security deposit. The landlords say they have reasons for not returning the deposit. The landlords agree that they have not filed and served the tenant with an Application for Dispute Resolution seeking to retain the deposit. The landlords say this is because they have only recently become aware of the law with regard to security deposits.

Conclusion:

The Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address, to either return the deposit or file an application to retain the deposit.

If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the security deposit (section 38(6)).

I find that the landlord has not returned the deposit within 15 days of having received the tenant's forwarding address. I therefore award the tenant double the security deposit with interest accruing on the original portion of the deposit.

I find further that the tenant is entitled recover the \$50.00 filing fee paid for this application.

Total monetary award payable by the landlord to the tenant:

Security Deposit paid on July 5, 2008	425.00
Double Security Deposit	425.00
Interest on original amount paid from date security deposit paid to date of this order	7.95
Filing Fees	50.00
TOTAL MONETARY AWARD IN FAVOUR OF TENANT	907.95

The tenant has been provided with an formal Order. Should the landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.