



# Dispute Resolution Services

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

## Decision

Dispute Codes: MNDC MNSD FF

## Introduction

This hearing dealt with an application by the tenants for a monetary order for the balance of the security deposit, applicable accrued interest on the deposit, double the balance of the security deposit as per the *Residential Tenancy Act*, and recovery of the filing fee for the cost of the application. One of the two tenants and the landlord participated in the teleconference hearing.

The tenants sent the landlord notice of the hearing by registered mail to the landlord's mailing address, but it was returned to the tenants. I found that the tenant had taken the steps required to serve the landlord with notice of the hearing, and proceeded on the tenant's application.

The landlord stated that he had faxed in some evidence the day before the hearing, but I had received that evidence by the time of the hearing. The landlord did not provide a copy of his evidence to the tenants, and I therefore did not admit or consider the landlord's documentary evidence in this decision.

## Issue(s) to be Decided

Are the tenants entitled to double recovery of the security deposit?

## Background and Evidence

The tenancy began on August 15, 2006. The tenantd paid a security deposit of \$450 on that date. The tenants vacated the rental unit on January 1, 2009. The tenants did not provide the landlord with their forwarding address, but they did provide it verbally

several times. On January 8, 2009 the landlord provided the tenants with a cheque in the amount of \$226, as well as a statement of amounts the landlord claimed that the tenants owed him. The tenants did not agree with any of the amounts the landlord claimed against them.

### Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit. In this case, the tenancy ended on January 1, 2009, but the tenants did not provide their forwarding address in writing.

I find that the tenants are not entitled to claim double recovery of the security deposit, as they did not provide the landlord their written forwarding address. However, as the landlord has not made an application to retain the remainder of the security deposit, I find that the tenants are entitled to the balance of the security deposit, in the amount of \$224, as well as applicable interest of \$14.50. The tenants are also entitled to recover the \$50 filing fee for this application.

### Conclusion

I grant the tenants an order under section 67 for the balance due of \$288.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 23, 2009.