



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenants have made application for a monetary Order for return of the security deposit and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. At the start of the hearing I introduced myself, the Application for Dispute Resolution was reviewed, the hearing process was explained to the parties and the parties were provided an opportunity to ask questions in relation to the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

Issue(s) to be Decided

Are the tenants entitled to return of double the deposit paid?

Are the tenants entitled to filing fee costs?

Background and Evidence

The tenancy commenced on May 20, 2008 and terminated at the conclusion of the fixed-term, June 30, 2009. The Tenants paid a security deposit of \$675.00 on May 19, 2008.

On June 30, 2009 the Tenants personally provided the Landlord with a written forwarding address, served at the Landlord's residence. The Tenant testified that 17 days later they spoke with the Landlord and verbally requested return of the deposit. The Tenants testified that the deposit has not been returned.



Dispute Resolution Services

Page: 2

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Analysis

Section 38 of the Act determines that the Landlord must, within 15 days after the later of the date the tenancy ends and the date the Landlord received the Tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the Landlord has failed to comply with section 24(2) (landlord failure to meet start of tenancy condition report requirements) or 36 (2) (landlord failure to meet end of tenancy condition report requirements) the Landlord **must** pay double the deposit. (emphasis added.)

I have no evidence before me that a move-in condition inspect or move-out condition inspection was completed as required by the Act. Further, I have no evidence that that Landlord has repaid the deposit as requested by the Tenants. Therefore, I find that the tenants are entitled to return of double the \$675.00 deposit paid to the Landlord.

I find that the Tenant's application has merit, and I find that the Tenants are entitled to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

I find that the landlord is holding in trust a deposit, plus interest, in the sum of \$681.28.

Conclusion

I find that the Tenants have established a monetary claim, in the amount of \$1,406.28, which is comprised of double the deposit, \$6.28 interest and \$50.00 in compensation for the filing fee paid by the Tenants for this Application for Dispute Resolution.

Based on these determinations I grant the Tenants a monetary Order for **\$1,406.28**. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia 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 *Residential Tenancy Act*.

Dated: September 09, 2009.

Dispute Resolution Officer