



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for return of double the amount of the security deposit.

The hearing was conducted via teleconference and was attended by the two tenants and the landlord.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary Order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on September 1, 2008 as a 1 year fixed term tenancy for a monthly rent of \$1,750.00 due on the 1st of the month. A security deposit of \$875.00 and a pet damage deposit of \$450.00 were paid on September 4, 2008. The tenancy ended when the tenants moved out by August 31, 2009.

Both parties submitted a substantial amount of documentary evidence, mostly dealing with issues throughout the tenancy and in respect to the condition of the property at the end of the tenancy.

Both tenants testified that they had left the forwarding address information on the table in the rental unit and posted to the door of the rental unit at the end of the tenancy. The landlord confirmed in his testimony that he spoke with the tenants in September regarding the security deposit. The tenants stated they again gave the landlord the forwarding address during these conversations on September 23, 2009.

Analysis

Section 38 (1) of the *Act* requires a landlord, within 15 days of the end of the tenancy and receiving the tenant's forwarding address, must return the security and pet damage deposits with interest and less any deducted amounts agreed to by the tenants.

I find it unlikely that the tenants failed to provide their forwarding address either at the end of their tenancy or in September when the landlord and the tenant discussed the security deposit. As such, I find the landlord failed to comply with Section 38.

Section 38 (6) states that if the landlord has failed to comply with Section 38(1) the landlord must pay the tenant double the security deposit or any pet damage deposit.

Conclusion

I find that the tenant is entitled to monetary compensation pursuant to Section 67 and therefore grant a monetary order in the amount of **\$2,713.24** comprised of \$2,663.24 double the amount of the security and pet damage deposit plus interest and the \$50.00 fee paid by the landlord for this application.

This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) 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: February 22, 2010.

Dispute Resolution Officer