

DECISION

Dispute Codes: MNSD and FF

Introduction

This application was brought by the tenant seeking return of his security deposit in double pursuant to section 38(6) of the *Act* on the grounds that the landlords did not return it within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address. The tenant also seeks to recover the filing fee for this proceeding.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to a Monetary Order for return of his security deposit, and whether the amount should be doubled.

Background and Evidence

This tenancy began on June 1, 2008 and ended on or about November 30, 2008. Rent was \$250 per month and the landlords hold a security deposit of \$250 paid on or about June 1, 2008.

The parties concurred that, at the time of the hearing, the deposit had still not been returned.

The tenant gave evidence that he had called and visited the landlords on a number of occasions to request return of the deposit but his request had been refused. However, the tenant was unable to prove that he had provided his forwarding address in writing.

The parties concurred that there had been no condition inspection report completed at the end of the tenancy as required under section 35 of the *Act*.

Analysis

Section 38(1) of the *Act* provides that a landlord must, within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address either return the security deposit or make application for dispute resolution to make a claim against it. Section 38(6) of the *Act* states that if the landlord does not comply with section 38(1), the landlord must pay the tenant double the amount.

In this case, I find that the landlords did not return the deposit, but I have no evidence that the tenant provided his forwarding address in writing. Therefore, I find that the landlords did not have the tenant's forwarding address until served with the Notice of Hearing.

Accordingly, I find that the landlords must now return the security deposit but not doubled, plus interest. I further find that the tenant is entitled to recover the filing fee for this proceeding from the landlords.

In total, I find that the landlords owe the tenant an amount calculated as follows:

To return security deposit	\$250.00
Interest (June 1, 2008 to date)	2.19
Filing fee	50.00
TOTAL	\$302.19

Conclusion

In the event the landlords do not make payment within a reasonable time, the tenant's copy of this decision is accompanied by a Monetary Order for \$302.19, enforceable through the Provincial Court of British Columbia, for service on the landlords.

March 2, 2010