



# 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 made application for a monetary Order for return of double the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about 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 affirmed oral testimony and to make submissions during the hearing.

### Issue(s) to be Decided

Are the tenants entitled to return of the deposit paid?

Is the tenant entitled to filing fee costs?

### Background and Evidence

The tenancy commenced on November 7, 2008 and ended November 6, 2009. On October 1, 2008 a deposit in the sum of \$950.00 was paid.

The landlord confirmed that when the tenants moved out they provided the landlord with their written forwarding address which was recorded on the inspection report. At the end of the tenancy there was disagreement related to return of the deposit and damages. The landlord has not applied for dispute resolution claiming against the deposit paid and the tenants have not received their deposit.

The tenants applied for dispute resolution on January 22, 2010, after receiving a list of damages and costs from the landlord.

### Analysis

Section 38(1) 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 does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The amount of deposit owed to a tenant is also contingent on any dispute related to damages and the completion of move-in and move-out condition inspections. In this case the landlord has not applied for dispute resolution claiming damages or loss.

A move-out condition inspection was completed; however the parties dispute the amount owed to each other. As the landlord has not returned the deposit or filed for dispute resolution within fifteen days of the end of the tenancy and having received the written forwarding address, I find that the tenants are entitled to return of double the \$950.00 deposit paid plus \$3.58 interest.

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.

### Conclusion

I find that the tenants have established a monetary claim, in the amount of \$1,953.58, which is comprised of \$1,903.58 double the deposit paid plus 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 \$1,953.58. 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: April 08, 2010.

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Dispute Resolution Officer