

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call to deal with the tenants' application for double return of the security deposit, and to recover the filing fee from the landlords for the cost of this application.

Both parties appeared and gave affirmed testimony, and were given the opportunity to cross examine each other on their evidence.

Issues(s) to be Decided

Are the tenants entitled to double the return of the security deposit from the landlords?

Background and Evidence

The tenancy began on November 1, 2008. The tenant paid a security deposit of \$550.00 on that date. The tenancy ended on January 31, 2010, although the tenants had vacated the unit on January 22, 2010. The tenants provided the landlords with their written forwarding address on January 22, 2010. The landlords returned \$100.00 of the security deposit to the tenants, but have not returned the balance nor have they applied for dispute resolution. The tenant testified that the tenants did not authorize the landlord to retain any portion of it.

The landlord testified that she was afraid of the male tenant because other tenants had told her that he had a temper. As a result, she did not go to the unit, but told the tenants to clean the unit and leave keys in the drawer by the sink. The tenant disputed that testimony stating that the landlord never had any reason to fear the tenant.

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. I find that the tenancy ended on January 31, 2010, and that the tenants provided their forwarding address in writing on January 22, 2010. I further find that the landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing or within 15 days of the tenancy ending.

Conclusion

I find that the tenant has established a claim for the security deposit of \$550.00, accrued interest of \$1.38, and double the base amount of the security deposit in the amount of \$1,100.00, less the \$100.00 paid to the tenants, for a total of \$1,001.38. The tenant is also entitled to recover the \$50.00 filing fee for this application. I grant the tenants an order under section 67 for the balance due of \$1,051.38. This order may be filed in the 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: May 10, 2010.

Dispute Resolution Officer