

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call to deal with the tenants' application for double return of the security deposit.

The parties gave affirmed evidence and were given the opportunity to cross examine each other on their evidence.

Issues(s) to be Decided

Is the tenant entitled to return of the security deposit or double the return of the security deposit?

Background and Evidence

This month-to-month tenancy began on June 20, 2008 and ended on January 31, 2010. Rent in the amount of \$1,395.00 was payable in advance on the 1st day of each month, and there are no rental arrears. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$700.00.

The tenant testified that she left their forwarding address on the stove in the unit on January 31, 2010, and then emailed the landlord on February 2, 2010 with the address again to confirm that the landlords had received it. On February 19, 2010 the tenants received \$700.00. This evidence is not disputed by the landlord's agent.

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 that date. I further find that the landlords have failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenants' forwarding address in writing.

Conclusion

I find that the tenants have established a claim for the security deposit of \$700.00, accrued interest of \$5.59, and double the base amount of the security deposit in the amount of \$1,400.00, for a total of \$1,405.59, less the \$700.00 already returned to the tenants. I grant the tenants an order under section 67 for the balance due of \$705.59

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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: June 10, 2010.

Dispute Resolution Officer