

DECISION

Dispute Codes: MNSD and FF

Introduction

This application was brought by the tenants seeking a Monetary Order for return of their security and key fob deposit after the landlord did not return it or make application to claim upon it with 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address. The tenants also seek to recover the filing fee for this proceeding from the landlord.

Issues to be Decided

This application requires a decision on whether the tenants are entitled to a Monetary Order for return their security deposit and whether the amount should be doubled and to return of the key fob deposit.

Background and Evidence

This tenancy began on April 1, 2007 and officially ended on December 31, 2009 although the tenants actually left about two weeks earlier having given proper notice. Rent was \$1,380 per month and the landlord holds a security deposit of \$690 paid on or about April 1, 2007. In addition, the landlord holds a key fob deposit of \$100.

During the hearing, the parties concurred that the tenants had provided the landlord with their forwarding address at the end of the tenancy and that the landlord had neither returned the deposits nor made application to make claim upon them.

The landlord stated that she had not returned the deposits because she had encountered expenses for cleaning and repairs that exceeded the value of the funds held. She submitted some evidence in support of the claims, but such claims cannot be considered on a tenant application for return of the deposit. The landlord must, and remains at liberty to make her own application in such circumstances.

Analysis

Section 38(1) of the *Act* provides that, within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address, the landlord must return the security deposit to the tenant or make application for dispute resolution to claim upon it.

In this matter, I find as fact that the landlord did not make application to claim the deposit within 15 days of the end of the tenancy and that she had the tenants' forwarding address.

Section 38(6) of the *Act* states that a landlord who does not comply with section 38(1), "must pay the tenant double the amount of the security deposit..." Therefore, I find that the tenants are entitled to return of their security deposit in double plus interest on the bare deposit.

I further find that the tenant's are entitled to return of the key fob deposit.

As the application has succeeded on its merits, I find that the tenants should recover their filing fee for this proceeding from the landlord.

Thus, I find that the landlord owes to the tenants an amount calculated as follows:

To return the tenants' security deposit	\$ 690.00
Interest (April 1, 2007 to date)	18.26
To double security deposit as required by S. 38(6)	690.00
To return key fob deposit	100.00
Filing fee	<u>50.00</u>
TOTAL	\$1,548.26

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for **\$1,548.26**, enforceable through the Provincial Court of British Columbia, for service on the landlord.

July 8, 2010