

## **DECISION**

**Dispute Codes:** MNSD and FF

### **Introduction**

This application was brought by the tenants seeking return of their security deposit in double on the grounds that the landlord did not return it or make application to claim on it with 15 days of the latter of the end the tenancy or receipt of the tenant's forwarding address. The tenants also seek to recover the filing fee for this proceeding from the landlords.

Despite having been served with the Notice of Hearing sent by registered mail on May 28, 2010 (receipt sumitte), the landlords did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

### **Issues to be Decided**

This application requires a decision on whether the tenants are entitled to a Monetary Order for return of their security deposit and whether the amount should be doubled, and recovery of the filing for this proceeding.

### **Background and Evidence**

According to the tenant, this tenancy began on April 1, 2001 and ended on May 3, 2010. Rent was \$1,400 per month and the landlords hold a security deposit of \$500 paid on or about April 1, 2001.

During the hearing, the tenant submitted a copy of a letter to the landlords dated May 12, 2010 providing a forwarding address and requesting return of the \$380 of the security deposit. The tenant explained that the \$380 figure took into account a \$40 per day charge for rent for the first three days of May 2010 to which the tenants had agreed. The letter made reference to the 15-day requirement to return the deposit.

## **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. 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..."

In this matter, I find as fact that the landlords did not make application to claim on the deposit within 15 days of the end of the tenancy and that they did not return the contested portion of it.

Thus I find that the tenants are entitled to return of the contested portion of the security deposit in double, plus interest on the bare deposit, plus recovery of the filing fee for this proceeding calculated as follows:

|  |                 |
|--|-----------------|
| To return the contested portion of the security deposit              | \$380.00        |
| To double the contested portion of the security deposit per s. 38(6) | 380.00          |
| Interest on deposit of \$500 from April 1, 2001 to date              | 29.40           |
| Filing fee   | 50.00           |
| <b>TOTAL</b>   | <b>\$839.40</b> |

## Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for **\$839.40** enforceable through the Provincial Court of British Columbia, for service on the landlords.

October 14, 2010