

DECISION

Dispute Codes: MNSD

Introduction

This application was brought by the tenant seeking return of her security deposit in double on the grounds that the landlords did not return it or make application to claim on it within 15 days of the latter of the end the tenancy or receipt of the tenant's forwarding address.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to a Monetary Order for return of her deposit and whether the amount should be doubled.

Background and Evidence

This tenancy began on June 1, 2010 and ended on September 30, 2010 pursuant to a Notice to End Tenancy for landlord use. Rent was \$975 per month and the landlords hold a security deposit of \$500 paid on May 25, 2010.

During the hearing, the tenant's advocate submitted a copy of a letter from the tenant to the landlords, signed by the landlords and dated August 25, 2010, providing the tenant's forwarding address and requesting return of the security deposit.

The same letter was submitted by the landlords' legal counsel, but it bore only one signature and was not dated.

The landlord's gave evidence that they had attempted to contact the tenant at that address but were advised that she did not live there. The tenant stated the address was that of her aunt, that she had and continues to receive mail at that address and that the landlords had not attended at that address.

The tenant's advocate advised that he had provided the landlord's with his own address for service of the tenant by registered mail on October 22, 2010

The landlords gave evidence that the tenant had not attended the scheduled move-out condition inspection. The tenant stated that she had returned the key but intended to do further cleaning. She stated that the landlords had not conducted a joint move in condition inspection with her. The parties appear to have breached sections 23 and 35 of the *Act* (requirements for joint condition inspections) the landlords appears to have breached first.

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 and pet damage deposits or make application to claim upon them.

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 must find as fact that the landlord did not make application to claim on the deposits or return them within 15 days of receiving the tenant's forwarding address, and request for return of the balance of the deposits, if not on the August 25, 2010 request then on that of October 22, 2010.

Therefore, I find that the tenant is entitled to return of her security deposit in double being $\$500 \times 2 = \$1,000$.

While counsel for the landlords submitted evidence of damages, those cannot be considered on the tenant's application and require a separate application by the landlords

Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order for **\$1,000.00** enforceable through the Provincial Court of British Columbia, for service on the landlords.

The landlords remain at liberty to make application for damages.

December 29, 2010