



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 38 of the *Residential Tenancy Act* (the “Act”) for an Order returning the security deposit.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to return of the security deposit?

### Background and Evidence

The tenancy began on June 1, 201 and ended on February 20, 2011. Rent in the amount of \$900.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$450.00. The Tenant provided the forwarding address in writing to the Landlords on April 15, 2011.

The Landlords state that the Tenants were given an eviction notice to move out by February 12 and that on February 14, 2011, the Landlords filed an application for dispute resolution. The Landlord states that on February 24, 2011, the hearing was cancelled by the Landlords as the Tenants had by then vacated the premises. The Landlords states that the Tenants left the unit without paying rent for February 2011 and that the unit was a mess with evident damages. The Landlords did not file an

application to claim against the security deposit following receipt of the forwarding address.

### Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Tenants are entitled to return of double the security deposit in the amount of \$900.00.

Although the Landlords cancelled the Hearing from their application made February 14, 2011, the Landlords are at liberty to file another application in relation to their claims against the Tenants.

### Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$900.00**. If necessary, 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: August 22, 2011.

---

Residential Tenancy Branch