



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of double the security deposit - Section 38;
2. A Monetary Order for compensation – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

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

Preliminary Matter

At the outset of the Hearing, the Tenant confirmed that no claim was being made for anything other than return of the security deposit. Accordingly, the claim for compensation on the Tenant’s application is dismissed.

Issue(s) to be Decided

Is the Tenant entitled to return of double the security deposit?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on September 21, 2008 and ended on February 28, 2011. Rent that had been reduced during the tenancy to the amount of \$1,400.00 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 \$900.00. The Tenant states that a forwarding address was provided in writing to the Landlords in person on February 27, 2011. The Landlord states that no forwarding address was received by the Tenant until the application for dispute resolution was received. Although the Landlord states that the Landlord has a claim against the Tenant arising from the tenancy, the Landlord did not file an application for dispute resolution to make those claims against the security deposit and has not returned the security deposit to the Tenant.

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 Tenant is entitled to return of double the security deposit of \$1,800.00 plus interest on the original security deposit amount in the amount of \$3.87. The Tenants are also entitled to return of the \$50.00 filing fee for a total entitlement of \$1,853.87.

Calculation for Monetary Order

Security deposit (900.00 x 2)	\$1,800.00
Interest on security deposit	3.87
Return of Filing fee	50.00
Total Monetary Award	\$1,853.87

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,853.87**.

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 Act.

Dated: September 13, 2011.

Residential Tenancy Branch