



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

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

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

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 the monetary amounts claimed?

Background and Evidence

The tenancy began on April 1, 2010 and ended on August 1, 2011. Rent in the amount of \$2,100.00 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 \$1,050.00. The Tenant’s provided their forwarding address to the Landlord on August 3, 2011. Although the Landlord states that the Tenants left the unit with damages to the walls, the Landlord did not file an application for dispute resolution to claim against the security deposit. The Landlord retained the amount of \$450.00 from the Tenants’ security deposit and returned the amount of \$650.00 to the Tenants. The Tenants stated at the hearing that they were seeking return of double the security deposit.

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 full 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 **\$2,100.00 less the \$650.00** returned to the Tenants by the Landlord, leaving an entitlement in the amount of **\$1,450.00**. The Tenants are also entitled to return of the filing fee for a total entitlement of **\$1,500.00**. The Landlord is at liberty to file an application for dispute resolution claiming against the Tenants for damages to the unit.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,500.00**. 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: November 28, 2011.

Residential Tenancy Branch