



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. A Monetary Order for return of double the security deposit - Section 38;
2. A Monetary Order for damage or loss – 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.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on August 1, 2011 and ended on August 4, 2011. The Tenant states that the tenancy ended due to problems not related to the tenancy. Rent in the amount of \$450.00 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 \$200.00. The Tenant’s forwarding address was provided to the Landlord in September 2011 and again on September 27, 2011 with the application for dispute resolution. The Landlord did not return the security deposit to the Tenants and did not file an application for dispute resolution to claim against the security deposit. The Tenant claims return of double the security deposit and waives the claim for return of the rent.

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 in the amount of \$400.00. The Tenant is also entitled to return of the filing fee for a total entitlement of \$450.00.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$450.00**. 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: December 05, 2011.

Residential Tenancy Branch