



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes 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 double the security deposit - Section 38
2. An Order to recover the filing fee for this application - Section 72.

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

Preliminary Matter

At the onset of the Hearing, the Landlord corrected the spelling of his first name and the application has been amended to make this correction.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on January 1, 2011 and ended on August 31, 2011. Rent in the amount of \$1,000.00 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 \$500.00. The Tenants state that they provided their forwarding address in writing to the Landlord on September 15, 2011. The Landlord states that the letter referred to was bogus and that the Tenants left damage to the unit. The Tenants dispute any damage. 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.

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. While the Landlord disputes the forwarding address letter of the Tenants, it is noted that the Landlord had notice of this address in the application. 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 Tenants' forwarding address, I find that the Tenants are entitled to return of double the security deposit in the amount of \$1,000.00. The Tenants are also entitled to return of the filing fee for a total entitlement of \$1,050.00.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,050.00**. 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 13, 2011.

Residential Tenancy Branch