



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 Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38
2. An Order to recover the filing fee for this application - Section 72.

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

Issue(s) to be Decided

Are the Tenants entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on June 15, 2011 and ended on August 31, 2011. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$650.00. The Landlord states that a move-in inspection was completed however the Landlord did not send a copy of the report to the Tenant. No move-out inspection was offered by the Landlord or completed by the Landlord and Tenant. The Tenant provided the forwarding address in writing in mid September 2011 and again in the application for dispute resolution, filed October 28, 2011. The Landlord states that the security deposit was retained for damages to the unit however, the Landlord did not file an application for dispute resolution to make a claim against the security deposit. The Tenant states that return of double the security deposit is not being waived.

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 Landlord is required to pay the Tenant double the security deposit in the amount of **\$1,300.00**. The Tenant is also entitled to return of the filing fee for a total entitlement of **\$1,350.00**. Subject to the time limits as set out in section 60 of the Act, the Landlord is at liberty to make an application for dispute resolution claiming any damages caused by the Tenant.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,350.00**. 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 Act.

Dated: January 16, 2012.

Residential Tenancy Branch