



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

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing. The Tenant was 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 July 15, 2011. Rent of \$700.00 is payable monthly on the 5th of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants of \$700.00. On November 21, 2011, the Landlord served the Tenants with a two month Notice to end Tenancy for Landlord’s use of Property (the “Landlord’s Notice”). On December 4, 2011, the Tenant provided the Landlord with a written 10 day notice to end the tenancy on December 15, 2011. The Tenants moved out on December 15, 2011 and later received \$700.00 from the Landlord as the one month’s rent payment required pursuant to the Landlord’s Notice. The Tenants provided their forwarding address in writing on December 4, 2011 and requested return of their

security deposit. The Landlord has not filed an application to claim against the security deposit and has not returned the security deposit to the Tenants. The Tenants claim double the security deposit in the amount of \$1,400.00

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 the end of the tenancy, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$1,400.00**. The Tenants are also entitled to return of the filing fee for a total entitlement of **\$1,450.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,450.00**. 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 Act.

Dated: February 13, 2012.

Residential Tenancy Branch