



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD and FF

Introduction

This hearing was convened on the tenants' application of March 16, 2012 for return of their security deposit in double on the grounds that the landlord did not return it within 15 days of the latter of the end of the tenancy or receipt of the tenants' forwarding address. The tenants also sought to recover the filing fee for this proceeding from the landlord.

Despite having been served with the Notice of Hearing sent by registered mail on March 17, 2012, the respondent landlord did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issue(s) to be Decided

This matter requires a decision on whether the tenants are entitled to return of their security deposit, whether the amount should be doubled, and whether they are entitled to recover their filing fee from the landlord.

Background and Evidence

This tenancy began on November 1, 2009 and ended on November 30, 2011. Rent was \$1,400 per month and the landlord holds a security deposit of \$700 paid on September 23, 2009.

During the hearing, the attending tenant gave evidence that they had written to the landlord on December 12, 2011 providing their forwarding address and requesting return of the security deposit.

When the landlord did not reply, they wrote to her again on February 13, 2012, sent by registered mail, again providing their forwarding address and requesting return of their deposit. When the landlord did not reply, the tenants made the present application.

Analysis

Section 38(1) of the *Act* allows a landlord 15 days from the latter of the end of the tenancy or receipt of the tenant's forwarding address to return a security deposit or file for dispute resolution to make claim against it unless the tenant has agreed otherwise in writing as per section 38(4).

Section 38(6) of the *Act* states that, if a landlord does not comply with section 38(1) of the *Act*, the landlord must pay the tenant double the amount of the deposit.

I accept the uncontested evidence of the tenants that the landlord was provided with the forwarding address and that the deposit was not returned within 15 days of receipt of it, and the landlord did not make application to claim on it.

Therefore, find that the tenants are entitled to return of the security deposit in double.

I further find that , as the application has succeeded on its merits, the tenants are entitled to recover the \$50 filing fee for this proceeding from the landlord.

Thus, I find that the tenants are entitled to a Monetary Order, calculated as follows:

For return of the security deposit (No interest due)	\$ 700.00
Filing fee	<u>50.00</u>
TOTAL	\$1,450.00

Conclusion

The tenants' copy of this Decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$1,450.00, for service on the landlord.

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: April 04, 2012.

Residential Tenancy Branch