



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenants for an order for the return of double their security deposit and recovery of their filing fee. Both parties participated in the conference call hearing.

Issue to be Decided

Are the tenants entitled to the return of double their security deposit?

Background and Evidence

The parties agreed that the tenancy began on or about July 1, 2010 and ended on February 1, 2012. They further agreed that the tenants paid a \$450.00 security deposit at the outset of the tenancy.

The tenants testified that on December 30, 2011, they gave their written notice to end tenancy along with their forwarding address to the on-site manager. The landlord who appeared at the hearing testified that he did not have a copy of the written notice to end tenancy but acknowledged that it had been received by the on-site manager. The manager did not appear at the hearing to give testimony.

The parties agreed that on or about February 27, the landlord sent the tenants a cheque for \$247.50 as a partial refund of the deposit. As of the date of the hearing, the tenants had not yet cashed that cheque.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. As the on-site manager did not appear at the hearing to dispute the claim that the forwarding address was given to him in writing on December 30, 2011, I accept that this was the date that the address was received by the landlord. The tenants vacated the unit on February 1, 2012 and I find

that the landlord was obligated to return the deposit in full or file a claim against it no later than February 16, 2012. I find that the landlord is liable under section 38(6) which provides that the landlord must pay the tenants double the amount of the security deposit and I award the tenants \$900.00. I further find that the tenants are entitled to recover the \$50.00 filing fee and I also award them that sum.

As the tenants have not yet negotiated the cheque they received on February 27, I grant them a monetary order for the entire amount owed by the landlord. If the tenants are able to successfully negotiate that cheque, it will serve to reduce the amount payable.

Conclusion

I grant the tenants an order under section 67 for \$950.00 which includes the double security deposit and the \$50.00 filing fee paid to bring this application. 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: April 26, 2012

Residential Tenancy Branch