



# 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; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant 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 November 15, 2011 and ended on February 15, 2012. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$625.00. The Tenants provided the forwarding address in writing on February 18, 2011 by delivering the letter to the Landlord’s address. The Landlord states that he does not recall receiving this letter however the Landlord confirms receiving the letter in the Hearing materials sent to the Landlord by registered mail. The Landlord failed to return the deposit and did not make an application for dispute resolution to claim against the 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. 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 Landlord is required to pay the Tenants double the security deposit in the amount of **\$1,250.00**. The Tenants are also entitled to return of the **\$50.00** filing fee for a total entitlement of **\$1,300.00**. The Landlord is at liberty to make an application for dispute resolution should the Landlord have damages to claim against the Tenants.

#### Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,300.00**. 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: May 03, 2012.

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Residential Tenancy Branch