



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application by the Tenants for an Order for return of the security deposit pursuant to section 38 of the *Residential Tenancy Act* (the “Act”).

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 amount claimed?

Background and Evidence

The tenancy began on September 1, 2011 and ended on April 2, 2012. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$367.50. The Parties conducted a move-in inspection on September 1, 2011. The Parties also conducted a move-out inspection on April 1 and April 2, 2012. The Landlord did not complete an inspection report and did not send a copy to the Tenants.

The Tenant states that the forwarding address was provided to the Landlord on April 2, 2012 as the Tenants had agreed at the time to a minor deduction from the security deposit and the Landlord had told them he would mail the remainder of the security deposit to the Tenant. The Landlord states that no forwarding address was received on April 2, 2012. The Landlord states that he did not have the Tenants’ address until he received the dispute resolution package by registered mail from the Tenant sometime during the first week of May 2012. The Landlord states that at this point he mailed his

evidence package to the Tenants for the Hearing. The Landlord submits that he has claims for damages arising from the tenancy but has not made an application for dispute resolution to claim against the security deposit.

The Tenant states that they are only seeking return of the original amount of the security deposit and waive return of double the security 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. Although the Parties dispute the provision by the Tenant of the forwarding address, as the Landlord stated that he had knowledge of the Tenants' address by delivery of the registered mail containing the hearing materials, I find that the Landlord received the Tenants forwarding address on April 25, 2012. Although 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, given the Tenants' waiver of return of double the security deposit, I find that the Tenants have substantiated an entitlement to **\$367.50**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$367.50**. 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 *Residential Tenancy Act*.

Dated: June 19, 2012.

Residential Tenancy Branch

