

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant 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 personally served with the application for dispute resolution on May 14, 2012 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

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on June 2, 2007 and ended on March 31, 2012. At the onset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$575.00 and a pet deposit of \$575.00. The Tenant provided the forwarding address in writing on April 12, 2012 by registered mail. The Landlord did not file an application to claim against the security deposit and did not return the security deposit to the Tenant. The Tenant claims return of double the security deposit.

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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. The total security deposit is **\$1,178.33** which includes interest to date of **\$28.33**. 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 Tenant's forwarding address, I find that the Landlord is required to pay the Tenant double the security deposit of **\$2,356.66**. The Tenant is also entitled to return of the **\$50.00** filing fee for a total entitlement of **\$2,406.66**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$2,406.66**. 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: July 09, 2012.

Residential Tenancy Branch