



Dispute Resolution Services

Page: 1

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 May 14, 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.

Despite having been served with the Notice of Hearing sent by registered mail on May 16, 2012 and received on May 18, 2012, the landlord did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issue(s) to be Decided

This matter requires a decision on whether the tenants are entitled to return of their security deposit and whether the amount should be doubled.

Background and Evidence

This co-tenancy began on September 15, 2010 and ended on March 28, 2012. Rent was \$950 per month and the landlord holds security deposit of \$950 which I note breaches the limit set by section 19(1) of the *Act* that such deposit must not exceed one-half of the monthly rent.

During the hearing, the attending tenant gave evidence that the tenants had given proper notice to end the tenancy earlier and had provided the landlord with their forwarding address on March 28, 2012.

The tenants submitted into evidence a “Mutual Agreement to End Tenancy” signed by the parties on March 28, 2012 with the notation, “Will send the damage deposit \$950 to the tenants...”

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 security and pet damage deposits or file for dispute resolution to make claim against them 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 tenants double the amount of the deposits.

I accept the evidence of the tenant that he and his co-tenant paid a security deposit of \$950 and that the deposit was not returned and the landlord not make application to claim against it within 15 days of receipt of the tenants’ forwarding address the end of the tenancy.

Accordingly, I find that the tenants are entitled to return of their security deposit in double and to recover the filing fee for this proceeding from the landlord, an amount calculated as follows:

Return of the security deposit (No interest due)	\$ 950.00
Filing fee	<u>50.00</u>
TOTAL	\$1,950.00

Conclusion

The tenants' copy of this Decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$1,950.00** 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: July 13, 2012.

Residential Tenancy Branch