



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 24, 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. The tenants also requested recovery of the filing fee for this proceeding from the landlord.

Issue(s) to be Decided

This matter requires a decision on whether the tenants are entitled to return of their security deposit in double and recovery of their filing fee.

Background and Evidence

This co-tenancy began on July 1, 2010. Rent was \$1,050 per month and the landlord holds security deposits of \$500 paid on July 1, 2010. The tenancy ended on April 30, 2012.

During the hearing, the attending tenant gave uncontested evidence that she had advised the landlord of her forwarding address by letter of May 9, 2012. She stated that, at the time of the hearing, the security deposit had not yet been returned.

The landlord submitted a number of photographs and receipts in support of claims for damage to the rental unit that exceeded the value of the deposit. However, the landlord stated that he was not aware of the need to make application for dispute resolution to obtain authorization to retain the deposit.

The parties participated in completion of the move-in and move-out condition inspection reports but the tenant declined to sign the move-out portion it as she contested some elements of it.

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* provides that, if a landlord does not comply with section 38(1) of the *Act*, the landlord must pay the tenant double the amount of the deposits.

I accept the evidence of the parties that the tenants paid a security deposit of \$500 and that the deposit has not been returned and the landlord did not make application to claim against it within 15 days of receipt of the tenants' forwarding address.

Therefore, I find that the tenants are entitled to return of the deposit in double and, as the application has succeeded on its merits, to recover the filing fee for this proceeding from the landlord, an amount calculated as follows:

Return of the security deposit (No interest due)	\$ 500.00
Filing fee	50.00
TOTAL	\$1,050.00

Conclusion

The tenants' copy of this Decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for, **\$1,050.00** for service on the landlord.

The landlord remains at liberty to make application for a Monetary Order for claims in damage to the rental unit.

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 24, 2012.

Residential Tenancy Branch