



# 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 pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of double the security deposit - Section 38;
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenants’ evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail 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

Are the Tenants entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on September 1, 2011 and ended on October 1, 2012. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$1,400.00. A move-in inspection was conducted with both Parties however no copy of the move-in inspection report was provided to the Tenants. A move-out walk through was conducted with the Parties however no move-out inspection form was completed. The Tenants provided the forwarding address in writing at the end of August 2012 along with their notice to end the tenancy. The Tenants again sent the forwarding address by text in August 2012 and finally in a letter mailed to the Landlord on October 16, 2012. On November 22, 2012 the Tenants received a money order from

the Landlord in the amount of \$396.06 with deductions that were not agreed to by the Tenants.

### 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 full security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$1,400.00**. Deducting the **\$369.06** already received by the Tenants leaves **\$1,030.94** owing by the Landlord to the Tenant.

### Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,030.94**. 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: January 31, 2013

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Residential Tenancy Branch

