



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC, FF

Introduction

This hearing dealt with an application by the tenants for an order compelling the landlords to return double their security deposit. The tenants gave evidence that the landlords were served with the application for dispute resolution and notice of the hearing via registered mail sent on November 26, 2012. The tenants also gave the landlord a copy of those documents by leaving them in the mailbox at the landlord's residence. I found that the landlord had been properly served and the hearing proceeded in her absence.

The parties had participated in a dispute resolution hearing on September 25, 2012 in which the tenants were awarded double their security deposit against the landlords. The tenants had mistakenly misidentified the female landlord in that action and as a result, now have an order which is unenforceable as against the female landlord.

The tenants filed against both R.E., the female landlord, and A.M., the male landlord. As the tenants already have a monetary order which is enforceable as against A.M., I find that the current claim as against A.M. is *res judicata*, meaning that it has already been adjudicated and cannot be brought again. I therefore dismiss the claim as against A.M. and have amended the style of cause to reflect this change.

Issues to be Decided

Are the tenants entitled to an award of double their security deposit?

Are the tenants entitled to recover the filing fee paid to bring their application?

Background and Evidence

The tenants' undisputed evidence is that the tenancy began on November 1, 2011 and ended on May 28, 2012. At the outset of the tenancy, the landlord collected security

and pet deposits totaling \$1,077.00. The Tenants provided the forwarding address in writing on June 12, 2012.

Analysis

I find that pursuant to section 38(6) of the Act, because the landlord did not return the security and pet deposits or apply to retain the deposits within 15 days of the end of the tenancy and the date that she received the forwarding address in writing, she is liable to pay the tenants double the pet and security deposits.

As the landlords are jointly and severally liable for this debt, I find it appropriate to award the tenant \$2,154.00, which represents double the pet and security deposits.

I dismiss the claim for recovery of the filing fee as the tenants were required to file a second application only because they mistakenly identified the landlord in the original application.

Conclusion

I grant the tenants a monetary order against R.E. in the amount of \$2,154.00. This order may be filed in the Small Claims Division of the Provincial 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: February 26, 2013

Residential Tenancy Branch

