



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bures Investments Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF

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; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s 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’s Counsel 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 was to begin on August 1, 2012 however the Tenants did not move into the unit. At the outset of the tenancy, the Landlord collected a combined security and pet deposit of \$1,300.00. A move-in inspection was not offered by the Landlord or completed by the Landlord and Tenants. The Tenants provided the forwarding address in writing on December 11, 2012. The Landlord has not made an application for dispute resolution to claim against the security deposit and has not returned the security deposit

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 security deposit within 15 days of receipt of the Tenants' forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$2,600.00**. The Tenants are also entitled to return of the **\$50.00** filing fee for a total entitlement of **\$2,650.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$2,650.00**. 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: April 09, 2013

Residential Tenancy Branch

