



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Amex Sunrich Realty
Nancy Chan Personal Realty Corporation
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 the following Orders:

1. An Order for return of double the security deposit - Section 38.

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.

Preliminary Matter

The Tenant served only the first two named Respondents with the application and notice of hearing. As all respondents named are each to be served, given the lack of service for the third named Respondent, I decline to include this Party as a Respondent in the monetary order.

Issue(s) to be Decided

Are the Tenants entitled to the monetary amount claimed?

Background and Evidence

The tenancy began on December 1, 2010 and ended on December 31, 2012. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$800.00 and a pet deposit of \$800.00. The Tenants provided the forwarding address in writing on several occasions including on January 5, 2013 during the move-out inspection. The Landlord returned \$1,600.00 to the Tenants on February 6, 2013. The Landlord has not made an application to claim against the security or pet deposit. The Tenants claim \$1,600.00

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 Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit plus zero interest in the amount of **\$3,200.00**. As the Tenants have already received **\$1,600.00**, I deduct this amount from the entitlement leaving **\$1,600.00** owed by the Landlord to the Tenant.

Conclusion

I Grant the Tenants an Order under Section 67 of the Act for the amount of **\$1,600.00**. 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: May 30, 2013

Residential Tenancy Branch

