



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Alliance West Real Estate Ventures
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenants have made application requesting a monetary Order for return of double the security deposit.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing; neither party made written submissions.

Issue(s) to be Decided

Are the tenants entitled to return of double the \$425.00 security deposit paid?

Background and Evidence

The tenancy commenced in April 2012; a deposit in the sum of \$425.00 was paid. The parties agreed that the tenancy ended and that on April 14, 2013 a condition inspection report was completed. The tenants received copies of both the move-in and move-out inspection reports.

The tenants did not sign agreeing to any deductions from the deposit paid and on April 14, 2013, the tenants provided their written forwarding address on the inspection report.

The landlord said they had lost a month's rent as the result of improper notice by the tenants and confirmed that the written address was provided; that deposit has not been returned to the tenants and that a claim for compensation has yet to be submitted.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

As the landlord has confirmed that the address was given in writing on April 14, 2013 and that the deposit was not returned and a claim was not made against the deposit, I find, pursuant to section 38(6) of the Act that the tenants are entitled to return of double the \$425.00 security deposit.

The tenants did not agree to any deductions from the deposit.

Based on these determinations I grant the tenants a monetary Order in the sum of \$850.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court

Conclusion

The tenants are entitled to a monetary order for return of double the security deposit.

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 17, 2013

Residential Tenancy Branch