



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing was scheduled in response to an application by the tenants for a monetary order reflecting the double return of the security deposit / and recovery of the filing fee. Both parties attended. The tenants gave affirmed testimony and, through a family member assisting her, the landlord gave affirmed testimony.

Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on May 1, 2012. Monthly rent was \$880.00, and a security deposit of \$440.00 was collected. The parties agree that a move-in condition inspection report was completed.

Tenancy effectively ended on April 30, 2013, and the tenants provided the landlord with a forwarding address on or about April 29, 2013. A move-out condition inspection report was not completed.

Thereafter, by way of cheque dated May 13, 2013, the landlord repaid a portion of the tenants' security deposit in the limited amount of \$60.00. It appears that the landlord retained the balance of the security deposit of \$380.00 (\$440.00 - \$60.00) in order to cover certain costs which she considered were properly the tenants' responsibility.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit, and must pay the tenant double the amount of the security deposit.

In the circumstances of this dispute, based on the application for dispute resolution and the affirmed testimony of the parties, I find that the landlord neither repaid the full security deposit, nor filed an application for dispute resolution within 15 days after the end of tenancy on April 30, 2013. Accordingly, I find that the tenants have established entitlement to compensation of **\$870.00**, which is calculated as follows:

\$880.00 (security deposit of \$440.00 x 2)

+ \$50.00 (filing fee)

Sub-total: \$930.00

MINUS: \$60.00 (amount of security deposit already repaid)

TOTAL: \$870.00

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$870.00**. Should it be necessary, this order may be served on the landlord, 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 *Residential Tenancy Act*.

Dated: August 27, 2013

Residential Tenancy Branch

