



Dispute Resolution Services

Page: 1

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 as compensation reflecting the double return of the security deposit / and recovery of the filing fee. Both parties attended and 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, the tenancy began on June 1, 2002. A security deposit of \$700.00 was collected on May 14, 2002. There is no move-in condition inspection report or alternative in evidence.

Pursuant to section 49 of the Act which speaks to **Landlord's notice: landlord's use of property**, the landlords issued a 2 month notice to end tenancy dated March 1, 2011. The date shown on the notice by when the tenants must vacate the unit is April 30, 2013. A second 2 month notice was issued by date of March 15, 2011, showing the date by when the tenants must vacate the unit as May 31, 2011. Subsequently, the tenants vacated the unit on May 31, 2011. There is no move-out condition inspection report in evidence.

On June 4, 2011, the tenants provided the landlords with their forwarding address. To date, no portion of the security deposit has been returned, and the tenants filed their on-line application for dispute resolution on May 31, 2013.

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, I find that the landlords neither repaid the security deposit, nor filed an application for dispute resolution within 15 days after receiving the tenants' forwarding address in writing on June 4, 2011. Accordingly, I find that the tenants have established entitlement to compensation in the amount of **\$1,474.79**, which is calculated as follows:

\$1,400.00: *double the amount of the original security deposit (2 x \$700.00)*

\$24.79: *interest accrued on the original amount of the security deposit*

\$50.00: *filing fee*

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$1,474.79**. Should it be necessary, this order may be served on the landlords, 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: September 11, 2013

Residential Tenancy Branch

