



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capreit Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, 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;
2. An Order for the Landlord’s compliance – Section 62; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants and Landlord were each 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?

Are the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on May 2, 2010 and ended on May 25, 2013. At the outset of the tenancy, the Landlord collected \$400.00 as a security deposit and \$400.00 as a pet deposit from the Tenants. The Parties mutually conducted a move-in and move-out inspection and the Tenants provided the forwarding address in writing on the move-out inspection form. The Landlord states that due to an error the security deposit was initially returned to the wrong address within the time frame required. The Tenants state that the Landlord has since not returned the security deposit and that the Landlord told the Tenants that the deposits would not be returned until after this hearing.

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 and deposit in the amount of **\$1,600.00**. The Tenants are also entitled to return of the \$50.00 filing fee for a total entitlement of **\$1,650.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,650.00**. 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: September 30, 2013

Residential Tenancy Branch

