



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the tenants for a monetary order, specifically an order for return of double the security deposit. Both parties appeared and had an opportunity to be heard.

### Issue(s) to be Decided

Are the tenants entitled to a monetary order and, if so, in what amount?

### Background and Evidence

This month-to-month tenancy commenced August 15, 2011 and ended April 30, 2013. The monthly rent of \$1300.00 was due on the first day of the month. The tenants paid a security deposit of \$650.00.

The parties walked through the rental unit at the start of the tenancy but a move-in condition inspection report was not completed. A move-out inspection was not conducted nor was a move-out condition inspection report completed.

The tenant testified that he personally gave the landlord their forwarding address in writing about six weeks before they filed their application for dispute resolution. The landlord testified that he does not remember when he received the letter but he does have it.

Both parties testified that the landlord has neither returned the security deposit to the tenants nor served them with an application for dispute resolution.

### Analysis

Section 38(1) of the *Residential Tenancy 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 either repay the security deposit to the tenant or file an application for dispute resolution claiming against the deposit. In the present case, the landlord has done neither.

Section 38(6) provides that if a landlord does not comply with section 38(1), the landlord must pay the tenant double the amount of the security deposit. The legislation does not allow any flexibility on this issue.

I find that the tenants are entitled to an order that the landlord pay them the sum of \$1300.00, representing double the security deposit. I further order that as the tenants were successful on their application they are entitled to reimbursement from the landlord of the \$50.00 fee they paid to file it. Accordingly, I grant the tenants a monetary order in the amount of \$1350.00.

This order does not prevent the landlord from filing a separate application for dispute resolution against the tenants for a monetary order for any damages or cleaning costs that may be proven at that hearing.

#### Conclusion

A monetary order in favour of the tenants has been made. 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 *Residential Tenancy Act*.

Dated: January 08, 2014

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Residential Tenancy Branch

