



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This is an application for an order for return of double the applicant's security deposit, and a request for recovery of the filing fee.

Some documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Are the tenants entitled to an Order for return of their security deposit doubled and recovery of their filing fee?

Background and Evidence

This tenancy began on March 15, 2008 and at that time a security deposit of \$1050.00 was paid.

This tenancy ended April 15, 2013 and a forwarding address in writing was sent to the landlord on July 23, 2013. The landlord admitted receiving a forwarding address in writing.

The landlord has not applied for dispute resolution to keep any of the security deposit, and the tenant has given no written permission to the landlord to keep any or all of the security deposit.

The tenant is requesting an order for the landlord to return the security deposit and is also requesting the doubling provision set out under the Residential Tenancy Act.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on April 15, 2013 and the landlords have admitted that they had a forwarding address in writing by July 2013, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore pursuant to Section 38(6)(b) of the Act, the landlord must pay double the amount of the security deposit to the tenant.

The tenants paid a deposit of \$1050.00, and therefore the landlords must pay \$2100.00.

Conclusion

I have issued an order for the respondents to pay \$2150.00 to the applicant's.

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: February 13, 2014

Residential Tenancy Branch