



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Key Marketing Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. One tenant and an agent for the landlord participated in the teleconference hearing.

During the hearing the landlord's agent requested that her name be removed as a respondent in this matter. The tenant did not oppose the request, and I accordingly removed the agent's name as a respondent.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application. Neither the tenant nor the landlord submitted any documentary evidence. Both parties were given full opportunity to give testimony. I have reviewed all testimonial evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Are the tenants entitled to double recovery of the security deposit?

Background and Evidence

The tenancy began approximately two years ago. The tenants paid the landlord a security deposit of \$1000. The tenancy ended on December 1, 2013. The tenants provided the landlord with their written forwarding address on that date. The landlord did not return the security deposit or make an application to keep the deposit by the deadline of December 16, 2013.

The tenant stated that they received in the mail a cheque from the landlord for \$1050. The cheque was dated December 19, 2013.

The landlord acknowledged that they did receive the tenants' written forwarding address on December 1, 2013, and due to a simple office accounting error the landlord failed to return the deposit on time.

Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to double recovery of the security deposit.

In this case, the tenancy ended on December 1, 2013, and the tenants provided their forwarding address in writing on that date. The landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenants' forwarding address in writing. I therefore find that the tenants are entitled to double recovery of their security deposit.

As their application was successful, they are also entitled to recover the \$50 filing fee for the cost of this application.

Conclusion

The tenants are entitled to \$2050. I deduct the amount of \$1050 that the landlord has already paid the tenants, and I grant the tenants an order under section 67 for the balance due of \$1000. 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: April 4, 2014

Residential Tenancy Branch