



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenants did not have the Landlord’s residential address throughout the tenancy and on November 20, 2013 the Landlord was called and he told the Tenants to send him mail to the dispute address that was being rented by the Landlord. I accept the Tenant’s evidence that the Landlord was served at this address with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was 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?

Background and Evidence

The tenancy began in July 2013 and ended on August 31, 2013. At the outset of the tenancy, the Landlord collected a security deposit of \$600.00 and a pet deposit of \$600.00 from the Tenants. The Tenants provided their forwarding address in writing to the Landlord in person mid September 2013 when they returned the keys to the unit.

The Landlord has not returned the deposits and has not made an application to claim against the security deposit. The Tenant claims \$2,400.00.

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 pet deposit plus zero interest in the amount of **\$2,400.00**. The Tenants are also entitled to return of the \$50.00 filing fee for a total entitlement of **\$2,450.00**.

Conclusion

I Grant the Tenants an Order under Section 67 of the Act for the amount of **\$2,450.00**. 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: March 11, 2014

Residential Tenancy Branch

