



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, 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 the security deposit - Section 38;
2. A Monetary Order for compensation – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant 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?

Background and Evidence

The following are agreed facts: The tenancy began on June 1, 2012 and ended on January 1, 2014. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$450.00. A move-in inspection was not conducted by the Landlord and although the Parties mutually conducted a move-out inspection, no report was completed. The Tenants provided the forwarding address in writing on or about December 29, 2013. The Landlord returned \$415.00 to the Tenant on or about February 24, 2014. The Landlord did not file an application for dispute resolution to make a claim against the security deposit.

The Tenant claims return of double the security deposit.

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 full 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 deposit in the amount of **\$900.00**. The Tenants are also entitled to return of the filing fee for a total entitlement of **\$950.00**. Deducting the **\$415.00** already returned leaves **\$535.00** owed by the Landlord to the Tenant.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$535.00**. 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: June 19, 2014

Residential Tenancy Branch

