



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Larlyn Property Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNSD; FF

### **Introduction**

This is the Tenants' application for a monetary award for double the security deposit and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing.

It was determined that the Tenants served the Landlord with the Notice of Hearing documents and copies of their documentary evidence by hand delivering the documents to the Landlord's agent JW on March 17, 2014.

### **Issues to be Decided**

- Are the Tenants entitled to a monetary award for double the security deposit pursuant to the provisions of Section 38 of the Act?

### **Background and Evidence**

The Tenants gave the following testimony:

This tenancy ended on January 31, 2014. The Tenants paid a security deposit in the amount of \$350.00 and a pet damage deposit in the amount of \$350.00 on June 1, 2010.

A condition inspection report was completed at the beginning and the end of the tenancy. The move-out condition inspection was done on February 1, 2014, and the Tenants returned the keys to the rental unit and provided the Landlord's agent JW with their forwarding address in writing on that day. The Tenants did no damage to the rental unit and it was left in reasonably clean condition.

The Tenants did not receive their deposits back within 15 days of providing their forwarding address, so they filed their Application for Dispute Resolution on March 17, 2014.

On March 26, 2014, the Tenants received a cheque dated March 22, 2014, from the Landlord in the amount of \$700.00. The Tenants cashed the cheque.

The Tenants seek a Monetary Order in the amount of \$700.00, representing compensation pursuant to the provisions of Section 38(6) of the Act.

The Landlord's agent JW gave the following testimony:

JW did not dispute any of the Tenants' testimony. She stated that the Landlord is an out-of-province landlord, and that she processed the documents advising the Landlord that the Tenants were due back all of the security and pet damage deposit. JW stated that she scanned the documents, sent them by e-mail to the property manager on February 1, 2014, and flagged the matter as "time sensitive".

### **Analysis**

A security deposit is held in a form of trust by the Landlord for the Tenant, to be applied in accordance with the provisions of the Act.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit. Therefore, I find that the Tenants are entitled to a monetary award for double the amount of the security and pet damage deposits.

The Tenants have been successful in their application and I find that they are entitled to recover the cost of the **\$50.00** filing fee from the Landlord.

I hereby provide the Tenants with a Monetary Order against the Landlord, calculated as follows:

Monetary award (\$700.00 x 2)	\$1,400.00
Recovery of the filing fee	\$50.00
Less amount Landlord returned on March 22, 2014	<u>-\$700.00</u>
TOTAL	<b>\$750.00</b>

### **Conclusion**

I hereby grant the Tenants a Monetary Order in the amount of **\$750.00** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: July 07, 2014

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Residential Tenancy Branch

