



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

The tenants apply to recover a \$400.00 security deposit, doubled pursuant to s. 38 of the *Residential Tenancy Act* (the “Act”).

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the tenants are entitled to the relief claimed?

Background and Evidence

The rental unit is a one bedroom basement suite in the landlord’s house. The tenancy started June 18, 2014 for a six month fixed term at a monthly rent of \$800.00. The landlord received and still holds a \$400.00 security deposit.

For reasons not germane to the issue at this hearing, the tenant’s vacated the premises on or about July 17th. The landlord retook possession on the 18th and re-rented the premises for August 1st. The July rent was paid.

The tenants may have verbally given the landlord a forwarding address in writing but the landlord did not receive a written forwarding address until he received the tenants’ application in mid-August, which contained their address for service: a forwarding address in writi He did not repay the security deposit to the tenants or make application to keep it within 15 days after receipt of that forwarding address, or at all.

Analysis

Section 38 of the *Act* requires that once a tenancy has ended and once a landlord has the tenant’s forwarding address in writing, then, unless the landlord has the tenant’s

written authorization to keep a deposit, the landlord must either repay the deposit or make an application for dispute resolution to retain it against money owing or damages.

In this case the landlord has not done either. He is still free to make an application if he feels the tenants owe him money, but at this point the tenants are entitled to have deposit repaid and, under s. 38, to a doubling of the deposit amount to \$800.00.

The landlord intimates that he offered the deposit back in mid or late September, however, that is well outside the 15 period imposed by s. 38 of the *Act* and so the doubling was not avoided.

Conclusion

The tenants are entitled to a monetary award of \$800.00 plus recovery of the \$50.00 filing fee. There will be a monetary order against the landlord in the amount of \$850.00.

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: October 14, 2014

Residential Tenancy Branch

