



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the tenant seeking the return of double the security deposit and the recovery of the filing fee. Despite having been served with the tenants' evidence and with the application for dispute resolution and notice of hearing by registered mail on September 15, 2014 in accordance with Section 89 of the Act, the landlords did not participate in the conference call hearing. The tenant gave affirmed evidence.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background, Evidence

The tenants' undisputed testimony is as follows.

The tenancy began on June 1, 2011 and ended on June 1, 2014. The tenants were obligated to pay \$1200.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$600.00 security deposit and a \$300.00 pet deposit. The tenant stated that condition inspection reports were not conducted by the landlord. The tenant stated that she provided her forwarding address to the landlord by registered mail on

July 4, 2014. The tenant stated the landlord returned \$310.00 of her deposit but withheld the rest without her consent. The tenant is seeking the return of double the security deposit minus \$310.00 which she has already received.

### Analysis

The tenant has submitted documentary evidence to support her claim.

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

© repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

**(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.**

As the landlord has not filed for dispute resolution or returned the full amount, I must order the return of double the deposits  $\$900.00 \times 2 - \$310.00 = \$1490.00$ .

The tenant is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The tenant has established a claim for \$1540.00. I grant the tenant an order under section 67 for the balance due of \$1540.00. 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 01, 2015

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Residential Tenancy Branch

