



# 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 scheduled in response to the tenant's Application for Dispute Resolution, in which the tenants have requested a monetary Order for return of double the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The tenants provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing and evidence were sent to the landlord via registered mail on September 25, 2014. The tenant's used the address provided to them by the landlord during the tenancy. A Canada Post tracking number and receipt was provided as evidence of service.

During the hearing the tenants checked the Canada Post tracking web site and established that the mail was accepted by the company on October 1, 2014.

These documents are deemed to have been served in accordance with section 89 and 90 of the Act; however the landlord did not appear at the hearing.

### Issue(s) to be Decided

Are the tenants entitled to return of double the \$750.00 security deposit less \$550.00 previously returned?

### Background and Evidence

The tenancy commenced on April 1, 2011. The tenancy ended on August 31, 2014 at which time a condition inspection report was completed. A copy of the tenancy agreement and inspection report was supplied as evidence.

The tenants gave their written forwarding address to the landlord on August 31, 2014. The tenants did not sign any document allowing the landlord to make a deduction from the deposit. The female tenant's parents were present when the inspection report was completed on August 31, 2014.

On September 17, 2014 the landlord mailed \$550.00 to the tenants. A copy of the cheque, the envelope the cheque arrived in and a letter from the landlord dated September 17, 2014 was submitted as evidence. Despite an inspection report that showed the unit was in good condition the landlord explained she made a deduction from the deposit. The landlord used the forwarding address supplied by the tenants.

The envelope in which the cheque arrived provided a return address for the landlord as the rental unit address. The tenants said that the landlord accepted mail at the address she had given them during the hearing.

The tenants have claimed double the \$750.00 security deposit less \$550.00 returned by the landlord.

### Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The amount of deposit owed to a tenant is also contingent on any dispute related to damages and the completion of move-in and move-out condition inspections. In this case there is no dispute related to damages before me. From the evidence before me the landlord has made a deduction from the security deposit was not agreed to in writing by the tenants at the end of the tenancy. There was no evidence before me that the landlord has made a claim against the deposit within 15 days of August 31, 2014.

The landlord was required to return all of the security deposit to the tenants no later than September 15, 2014. Therefore, as only a portion of the deposit was returned I find, pursuant to section 38(6) of the Act, that the tenants are entitled to return of double the \$750.00 security deposit; less \$550.00 that has been returned.

As the tenant's application has merit I find that the tenants are entitled to recover the \$50.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the tenants a monetary Order in the sum of \$1,000.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenants are entitled to return of double the \$750.00 security deposit; less \$550.00 previously returned.

The tenants are entitled to filing fee costs.

This decision is final and binding and 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: May 04, 2015

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Residential Tenancy Branch

