



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 for the return of their security deposit, doubled.

Issue(s) to be Decided

Are the tenants entitled to the return of the security deposit, doubled?

Background and Evidence

This tenancy began February 17, 2012 and ended May 15, 2014. The tenants paid a security deposit of \$1,250.00, none of which has been returned. The landlord was properly provided with the tenant's forwarding address on May 15, 2014 by way of email, and acknowledged receipt of same by return email. The tenants did not consent in writing to the landlord retaining any of the deposit, and while the landlord alleges the deposit has been retained to pay for rent owed for the final month of the tenancy, the landlord has not filed a formal application to retain the deposit within the required 15 day period.

Analysis

In most situations, section 38(1) of the Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address, to either return the deposit or file an application to retain the deposit. If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the security deposit (section 38(6)).

There is no evidence before me that any of the exceptions to the landlord's obligations under section 38(1) apply in this case. There is no evidence that any statutory grounds extinguish the tenants' right to claim the deposit. I accept that the forwarding email was provided electronically by e-mail, and as this was a regular means of written communication between the parties, and left a record for referral basis, I accept that this fulfilled the requirement to provide the written address in writing. I find under these circumstances the tenants entitled to double the deposit, which is \$2,500.00. The tenants are also awarded recovery of the filing fee of \$50.00.

The provisions of the Residential Tenancy Act prohibit e from assessing in this matter any claim by the landlord for unpaid rent, or any other claim, and I make no

determination as to whether any such sum is owing to the landlord by the tenants. The landlord remains at liberty to make application for any such claim.

Conclusion

The tenants are entitled to double the deposit and filing fee. A monetary order in the amount of \$2,550.00, payable by the landlord to the tenants is issued.

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 10, 2015

Residential Tenancy Branch

