



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This was an application by the tenant for the return of her security deposit. The hearing was conducted by conference call. The tenants participated in the hearing. The tenant called in and participated in the hearing. The landlords did not attend although they were served with the application and notice of hearing sent by registered mail on February 12, 2015.

Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit including double the amount?

Background and Evidence

The rental unit is house in Richmond. The tenancy began on September 1, 2013 for a one year fixed term. Monthly rent was \$2,100.00 payable on the first day of each month. The tenant paid a security deposit of \$1,050.00 on August 13, 2013.

The tenant moved out of the rental unit on November 30, 2014 pursuant to a 2 month Notice to End Tenancy for landlord's use. The tenant participated in a condition inspection with the landlord. She did not agree to any deductions from her security deposit. The tenant provided the landlords with her forwarding address at the time of the condition inspection. She provided it a second time by registered mail sent to the landlord on January 20, 2015.

The landlord did not return the security deposit and the landlord commenced this application for dispute resolution on February 8, 2015. After she filed and served the landlord with this application she received a cheque from the landlord by mail. The cheque in the amount of \$850.00 was received in March. The tenant successfully cashed the cheque.

The landlords did not return the security deposit in full and they did not file an application for dispute resolution to claim the deposit.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit.

I am satisfied that the tenant provided the landlords with their forwarding address in writing on more than one occasion, and I find that the tenant served the landlords with documents notifying the landlord of this application as required by the *Act*.

Only a portion of the tenants' security deposit was refunded outside of the 15 day period as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I find that the tenant are entitled to an award in the amount of double the security deposit that the landlords held after the expiry of the 15 day period, less the sum that was finally returned to the tenant. The original deposit amount was \$1,050.00. I grant the tenant's application and award her the sum of \$1,250.00, being double the amount of the security deposit less the amount of \$850.00 that was repaid to the tenant. The tenant is not entitled to recover the cost of registered mail, but she is entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,300.00 and I grant the tenant a monetary order against the landlords in the said amount. This order may be registered 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: August 20, 2015

Residential Tenancy Branch

