



Dispute Resolution Services

Page: 1

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 on or about November 9, 2013, and ended in either September or October, 2014. The monthly rent was \$750.00. The tenants paid a security deposit of \$500.00 in early November, 2013. The landlord attempted to return half the deposit to the tenants after the tenancy ended, the cheque was returned by the tenants. On or about October 26, 2015 the landlord was provided with the tenant's forwarding address in a letter that was given to the landlord's son, and which the landlord later received.

The landlord alleges that he did not return the full deposit, because the tenants had given insufficient notice to end their tenancy, and because they left the premises in a damaged condition. The landlord has not filed a claim against the tenants for these matters. The landlord also testified that when the premises began, and when it ended there was no condition inspection report prepared.

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 note that in the absence of a claim by the landlord, I make no decision as to whether the premises were damaged by the tenants or whether there was pre-existing damage, or whether the landlord has suffered any loss.

I further note that section 38(5) of the Act makes it clear that in cases where a landlord fails to meet the start of tenancy condition report requirements, or fails to meet end of tenancy condition report requirements, any right of the landlord to retain the tenant's deposit is extinguished.

Accordingly, I find the tenants entitled to double the deposit, which is \$1,000.00. The tenants are also awarded recovery of the filing fee of \$50.00.

Conclusion

The tenants are entitled to double the deposit and their filing fee from the landlord. A monetary order in the amount of \$1,050.00, 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: September 08, 2015

Residential Tenancy Branch

