



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            MNSD OLC FF

### Introduction

This hearing dealt with an application by the tenants for double recovery of the security deposit and an order that the landlord comply with the Act. The tenants and the landlord attended the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

As the tenancy was over, it was not necessary for me to consider whether to order the landlord to comply with the Act.

### Issue(s) to be Decided

Are the tenants entitled to double recovery of the security deposit?

### Background and Evidence

The tenancy began on August 15, 2013. The tenants paid the landlord a security deposit of \$2,000.00 on March 17, 2013. The tenancy ended on August 1, 2014. The tenants provided the landlord with their written forwarding address in early August 2014. The landlord confirmed that they received the tenants' written forwarding address by registered mail.

On August 19, 2014 the landlord filed an application for monetary compensation and an order to keep the security deposit in partial compensation of the claim. The hearing on the landlord's application convened on March 17, 2015. On that date the landlord withdrew their application and the tenants applied for double recovery of the security deposit.

In December 2014 the landlord sent the tenants a cheque for \$825.92, as a partial refund of the security deposit. The landlord made no further application and did not return the balance of the deposit.

### Analysis

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the security deposit.

In this case, the tenancy ended on August 1, 2014, and the tenants provided their forwarding address in writing in early August 2014. When the landlord withdrew their application to keep the security deposit, it was as if they had never made the application. I therefore find that the tenants have established a claim for double recovery of the security deposit, in the amount of \$4,000.00, less the payment of \$825.92, for a balance of \$3,174.08.

As their application was successful, the tenants are also entitled to recover the \$50.00 filing fee for the cost of this application.

### Conclusion

I grant the tenants an order under section 67 for the balance due of **\$3,224.08**. 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: September 11, 2015

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Residential Tenancy Branch

