



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 convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order to return double the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirmed that the application documents included in the Landlord’s evidence package were not filed with the Residential Tenancy Branch.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Relevant Background and Evidence

The following are agreed facts: The tenancy started in February 2012 and ended on March 30, 2015. At the outset of the tenancy the Landlord collected \$400.00 as a security deposit and \$675.00 as a pet deposit. The Parties mutually conducted a move-in inspection and completed a report. No move-out inspection was offered by the Landlord. The Tenant sent its forwarding address to the Landlord on April 17, 2015 by registered mail. The Landlord did not return the security deposit and did not make an application to claim against the security deposit.

The Tenant claims return of double the security deposit.

Analysis

Section 38(1) of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay any security deposit or pet damage deposit to the tenant or make an application for dispute resolution claiming against the security deposit or pet damage deposit. If a landlord does neither the landlord may not make a claim against the security deposit or any pet damage deposit, and must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. Based on the undisputed evidence that the Landlord neither returned the security deposit nor made a claim against the security deposit, I find that the Landlord must repay the Tenant double the combined security and pet deposit plus zero interest in the amount of **\$2,150.00** (\$1,075.00 x 2). As the Tenant's application has been successful I find that the Tenant is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$2,200.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$2,200.00**. If necessary, 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: October 08, 2015

Residential Tenancy Branch

