



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP PSF RP MNSD MNDC FF

Introduction

This hearing dealt with an application by the tenants for double recovery of the security deposit and further monetary compensation. The tenants had also applied for orders for repairs, emergency repairs and an order that the landlord provide services or facilities required by law; however, at the time of the hearing the tenants had vacated the rental unit and it was not necessary for me to consider those parts of the tenants' application.

The tenants' agent attended the teleconference hearing but the landlord did not. The tenants submitted evidence to establish that the landlord was served with the application for dispute resolution and notice of hearing by registered mail sent on May 12, 2015. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on May 17, 2015, and I proceeded with the hearing in the absence of the landlord.

Issue(s) to be Decided

Are the tenants entitled to double recovery of the security deposit?
Are the tenants entitled to further monetary compensation as claimed?

Background and Evidence

The tenancy began on August 15, 2014, with monthly rent of \$1,500.00 due in advance on the 15th day of each month. The tenants paid the landlord a security deposit of \$1,500.00. The tenancy ended on April 25, 2015. The tenants made a partial overpayment of rent, in the amount of \$375.00, and the landlord did not return the overpayment. The tenants provided the landlord with their written forwarding address on May 7, 2015 and submitted evidence to establish that the landlord received the forwarding address. The landlord has not returned the security deposit or applied for

dispute resolution. The tenants seek double recovery of the security deposit and reimbursement for the overpayment of rent.

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 April 25, 2015, and the tenants provided their forwarding address in writing on May 7, 2015. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I therefore find that the tenants have established a claim for double recovery of the security deposit, in the amount of \$3,000.00.

I also accept the tenants' undisputed evidence regarding the overpayment of rent, and I grant the claim for recovery of the overpayment of \$375.00.

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

Conclusion

I grant the tenant an order under section 67 for the balance due of \$3,425.00. 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: November 3, 2015

Residential Tenancy Branch

