



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

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

The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Did the Landlord return the security deposit to the Tenant within the time allowed?

Relevant Evidence

The following are undisputed facts: The tenancy began in May 2011 and ended on June 30, 2015. At the outset of the tenancy the Landlord collected \$405.00 as a security deposit. The Tenants agreed on the move-out inspection report dated June 30, 2015 to an \$80.00 deduction for carpet cleaning and to a return of \$385.00. The Tenants' forwarding address was noted on the move out inspection report. The Tenants did not receive the remaining amount of the security deposit until sometime after July 29, 2015.

The Landlord states that the postal code noted on the move-out report could have been read two different ways and that it was mailed on July 9, 2015 with the wrong postal code. The Tenant states that the envelope containing the cheque was post marked July 13, 2015.

Analysis

Section 35 of the Act provides that it is the landlord's obligation to complete the move out inspection report. Section 38 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 make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit.

Based on the undisputed evidence that the Tenants' address was noted on the move-out report, the Landlord's evidence that it read its own report wrong and the undisputed facts that the Tenants did not receive the security deposit within 15 days of the end of the tenancy, I find that the Landlord failed to return the remaining security deposit to the Tenants within the time allowed and is now required to pay the Tenants double the security deposit of **\$810.00**. The Tenants are also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$860.00**.

Deducting the agreed amount of **\$80.00** for the carpet cleaning and the returned amount of **\$385.00** from the entitlement leaves **\$395.00** owed by the Landlord to the Tenants.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for **\$395.00**. 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 Act.

Dated: December 09, 2015

Residential Tenancy Branch

