



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an application by the tenants for double recovery of the security deposit. The tenants and the landlord participated in 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.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on or about October 1, 2011. The tenants paid the landlord a security deposit of \$637.50. The landlord did not do a move-in inspection with the tenants at the outset of the tenancy. The tenancy ended on July 31, 2015. The tenants provided the landlord with their written forwarding address via email on August 1, 2015. The landlord did not reply to the tenants via email; however, they sent the tenants a letter dated August 11, 2015 to the address the tenants had provided in the email. The tenants did not give the landlord written permission to keep any part of the security deposit. The landlord has not returned the security deposit or applied for dispute resolution to keep the deposit.

The landlord did not dispute these facts.

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 July 31, 2015, and the tenants provided their forwarding address by email on August 1, 2015. I am satisfied, based on the evidence, that the landlord received the tenants' forwarding address no later than August 11, 2015. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenants' 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 \$1,275.00.

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 tenant an order under section 67 for the balance due of \$1,325.00. 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: March 22, 2016

Residential Tenancy Branch