



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 for an Order of the return of double their security deposit. The tenant participated in the conference call hearing and the landlord did not. The tenant testified they served the landlord with the application for dispute resolution and Notice of Hearing by registered mail for which they provided evidence of mail registration inclusive of the tracking number for the mail. I found that the landlord was properly served with notice of the claim against them and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the tenant entitled to the return of double their security deposit?

Background and Evidence

The tenant's undisputed evidence is as follows. The tenant paid respective security and pet damage deposits in the eventual sum of \$2200.00 at the start of the tenancy of March 15, 2014. The tenancy ended on April 28, 2015. The tenant provided the landlord their forwarding address in writing on April 29, 2015 within the condition inspection report.

On the condition inspection report there is no indication as to any claimed damage by the landlord and no declaration by the tenant they *agreed or did not agree* as to the report. The tenant testified that in their determination the landlord filled in Section 2 of the End of Tenancy portion of the report. The tenant testified they did not agree to any deductions from their deposits the landlord advised them they would be returning the full amount of the deposits in the sum of \$2200.00. The tenant testified and provided evidence the landlord returned only \$1200.00 of their deposits. The tenant further testified that upon enquiry as to the received amount the landlord simply responded they had been paid in full. To date the tenant has not received the balance of their deposits in the amount of \$1000.00.

Analysis

Section 38(1) of the Act provides that the landlord must return the deposits of the tenancy or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. I find the landlords received the tenant's forwarding address on April 29, 2015 and I find the landlords failed to repay *all* of the security and pet damage deposits or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and are therefore liable under **Section 38(6)** which provides that the landlords must pay the tenant *double* the amount of the security deposit and pet damage deposit, as applicable.

The landlord held the security deposit and pet damage deposit in trust in the sum of \$2200.00 and I find that they were obligated under Section 38(6) of the Act to return *double* this amount in the total of \$4400.00. I deduct from this amount the landlord's return of \$1200.00 following the end of the tenancy; and, I award the tenant the balance of \$3200.00. The tenant is further entitled to recover their filing fee in the amount of \$50.00 for a sum award of **\$3250.00**

Conclusion

I grant the tenant an Order under Section 67 for **\$3250.00**. This Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: April 11, 2016

Residential Tenancy Branch