



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC, OLC

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 the return of double the security deposit - Section 38; and
2. An Order for the Landlord’s compliance - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties confirm that the tenancy ended. As the Order for Landlord’s compliance is only relevant to an ongoing tenancy I dismiss this claim.

Issue(s) to be Decided

Is the Tenant entitled to return of double the security deposit?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are undisputed and relevant facts: The tenancy started on December 1, 2013 and ended on either November 30 or December 1, 2015. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit and \$250.00 as a pet deposit. Although the Parties conducted an inspection of the unit no move-in condition inspection report was completed. The Tenant provided its forwarding address on December 23, 2015. On January 13, 2016 the Landlord returned \$470.00 of the security deposit. No application for dispute resolution claiming against the security deposit was made by the Landlord.

The Tenant claims \$1,950.00.

Analysis

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 the 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.

As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the full security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the combined security and pet deposit of **\$1,900.00**.

Although the Tenant did not include a statement requesting recovery of the filing fee in the application for dispute resolution I note that the total amount claimed in the application includes the \$50.00 paid for the filing fee. As the Tenant has been fully successful with its claim I find that the Tenant is therefore also entitled to recovery of the filing fee for a total entitlement of **\$1,950.00**. Deducting the **\$470.00** already received by the Tenant leaves **\$1,480.00** owed to the Tenant by the Landlord.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act **\$1,480.00**. 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: August 18, 2016

Residential Tenancy Branch