



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 a tenant's application, as amended, for return of double security deposit and interest. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the commencement of the hearing, the tenant confirmed that the landlords have since refunded the original amount of the security deposit and interest after serving the landlords with her Application and Amendments and that the tenant's outstanding claim is for doubling of the deposit and recovery of postage costs and the filing fee. As costs to prepare for or participate in a dispute resolution proceeding are not recoverable, except for the filing fee, I dismissed the request for recovery of postage costs summarily.

It should be noted that after hearing from both parties I gave my findings and reasons to the parties orally during the hearing and the tenant hung up expectantly without asking any questions or making further submissions.

Issue(s) to be Decided

Is the tenant entitled to doubling of the security deposit?

Background and Evidence

The facts of this case were not in dispute. The tenancy commenced March 1, 1999 and the landlords collected a security deposit of \$285.00. The tenancy ended on December 31, 2015. There was no move-in or move-out inspection performed. The tenant did not authorize the landlords to retain any part of her security deposit in writing. The tenant

did not provide the landlords with a forwarding address in writing prior to filing her Application.

After serving the landlord with her Application, the landlord refunded the security deposit to the tenant. The landlord submitted that until the Application was received the landlords did not receive a forwarding address from the tenant. Upon receiving the tenant's Amendment, where the tenant requested \$31.41 in interest, the landlords sent a cheque to the tenant for this amount.

Although the landlord's written submissions and evidence included allegations concerning cleaning and damage required at the property, the landlords have not filed an Application seeking compensation against the tenant. Accordingly, I did not permit the parties to make submissions with respect to such matters. The landlords were informed of their right to file their own Application for Dispute Resolution if they chose to pursue the tenant for compensation.

Analysis

Section 38(1) of the Act provides that a landlord must either return the security deposit and/or pet damage deposit, plus interest to the tenant or make an Application for Dispute Resolution to claim against it within 15 days from the day the tenancy ended or the date the landlord received the tenant's forwarding address in writing, whichever day is later. Where a landlord does not comply with section 38(1) of the Act, section 38(6) requires that the landlord must pay the tenant double the security deposit.

In this case, the tenancy ended December 31, 2015 but the tenant did not provide the landlords with a forwarding address in writing prior to filing her Application. The tenant mailed her Application to the landlord on May 13, 2016 and it was received by the landlord on May 21, 2016 according to a search of the registered mail tracking number. The landlords mailed a refund cheque for the full amount of the security deposit to the tenant on May 26, 2016.

Since the tenant did not provide the landlords with a forwarding address in writing, I find her Application for return of security deposit, including doubling of the deposit, was pre-mature. Upon receiving the tenant's Application I find the landlords acted with due diligence in refunding the deposit to the tenant less than 15 days later. Accordingly, I find the doubling provision does not apply in this circumstance. Since the tenant was pre-mature in her application I make no award for recovery of the filing fee.

Although section 38(1) requires the landlord to pay interest on a security deposit, the doubling provision of section 38(6) only applies to the amount of the security deposit and/or pet damage deposit, and not to the interest. Since the interest has since been paid to the tenant I consider that matter resolved as well.

In light of all of the above, I dismiss the tenant's Application in its entirety.

Conclusion

The tenant's Application has been dismissed.

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: October 19, 2016

Residential Tenancy Branch

