



# 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 scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a monetary order for return of double the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed and to present affirmed oral testimony. I have considered all of the evidence and testimony provided.

### Issue(s) to be Decided

Is the tenant entitled to return of double the deposit paid?

### Background and Evidence

The tenancy commenced on September 1, 2013. There were three co-tenants. The tenants paid a security deposit in the sum of \$600.00. A copy of the tenancy agreement was supplied as evidence.

A move-in inspection report was not completed.

There was no dispute that the tenant gave notice on January 19, 2016 to end the tenancy effective February 15, 2016. Rent had been due on the first day of each month.

The landlord confirmed that they received the tenants' written forwarding address on March 13, 2016. The landlord and tenant met 16 days after the written address was given. The landlord offered to return the deposit on that date; the tenant declined to accept the deposit and filed requesting return of double the deposit on March 29, 2016.

The landlord said they were not aware of their obligations in relation to the deposit and no attempt was made to return the deposit prior to March 29, 2016.

General information was provided to each party in relation to their rights and obligations.

### Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

I find that the landlord received the tenants' written forwarding address on March 13, 2016; the date confirmed by the landlord.

The landlord has confirmed that they did not attempt to return the deposit until March 29, 2016; 16 days after receipt of the written forwarding address. The landlord did not return the deposit within 15 days of March 13, 2016 and did not file a claim against the deposit.

Therefore, I find pursuant to section 38(6) of the Act that the tenant is entitled to return of double the \$600.00 deposit paid to the landlord.

As the tenants' application has merit I find that the tenant is entitled to recover the \$100.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the tenant a monetary order in the sum of \$1,300.00. In the event that the landlord does not comply with this order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

### Conclusion

The tenant is entitled to return of double the security deposit.

The tenant is entitled to recover the filing fee cost from the landlord.

This decision is final and binding and 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: November 04, 2016

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Residential Tenancy Branch

