



# Dispute Resolution Services

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 Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for the return of double the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. The Tenants were each given full opportunity to be heard, to present evidence and to make submissions.

The Tenants state that they served the documents (application for dispute resolution and evidence package) to an address that the Landlord carries on business as a landlord. The Tenants state that during their tenancy the Landlord lived at this address but moved and rented it to another party a couple of months before the Tenants’ tenancy ended. At this point the Landlord refused to provide the Tenants with any other contact address. At the end of the tenancy the Landlord used this address to return the Tenants’ post-dated. It is noted that the Landlord did not leave its address in the tenancy agreement. Given this evidence I find that the Tenants served the application for dispute resolution and notice of hearing to the Landlord by registered mail in accordance with Section 89 of the Act.

### Issue(s) to be Decided

Are the Tenants entitled to return of double the security deposit?

Are the Tenants entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on May 1, 2014 and ended on May 31, 2016. Rent of \$1,200.00 was payable monthly. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit and \$600.00 as a pet deposit. The Tenants provided its forwarding address in writing by leaving the document in the unit on the last day of the tenancy. The Tenants also texted a photo of the letter to the Landlord. The Tenant provided a copy of that text and letter.

### 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. Accepting the Tenants supported evidence that the Landlord was provided with their forwarding address and based on the undisputed evidence that the Landlord has failed to return the security deposit I find that the Landlord must now repay the Tenants with double the security deposit. I find that the Tenants are therefore entitled to **\$2,400.00** plus zero interest. As the Tenants have been successful with their application I also find that the Tenants are entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,500.00**.

### Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$2,500.00**. 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: December 19, 2016

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Residential Tenancy Branch