



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

On June 15, 2016, the Tenants submitted an Application for Dispute Resolution for the return of the security deposit, and to recover the filing fee for the Application.

The matter was scheduled as a teleconference hearing. Both parties attended the hearing and provided affirmed testimony. The hearing process was explained and the parties were asked if they had any questions. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Are the Tenants entitled to the return of double the security deposit?
- Are the Tenants entitled to recover the cost of the filing fee?

### Background and Evidence

The parties testified that the tenancy commenced on May 1, 2015, as a one year fixed term tenancy. Rent in the amount of \$830.00 was due on the first day of each month. The Tenants paid the Landlord a security deposit of \$415.00.

The Tenants testified that the Landlord did not return the security deposit within 15 days after the Tenants moved out of the rental unit.

The Tenants testified that they provided the Landlord with their forwarding address at the time of the move out inspection. The Tenants testified that they moved out of the unit on April 29, 2016. The Tenants testified that there was no agreement that the Landlords could retain any amount of the security deposit.

The Tenants testified that they received a cheque from the Landlord on June 21, 2016, in the amount of \$415.00. The Tenants are seeking an additional \$415.00 in compensation because the Landlord failed to return the security deposit pursuant to the requirements of the Act.

The Landlord responded by confirming that the Tenants moved out of the rental unit on April 29, 2016. The Landlord confirmed that the Tenants provided their forwarding address in writing at the time of the move out inspection.

The Landlord testified that she sent the paperwork to the office in Vancouver to process the payment of the security deposit. The Landlord testified that she has no control on when the head office returns the deposit.

### Analysis

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

Section 38 (1) of the Act states 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 any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Residential Tenancy Policy Guideline # 17 Security Deposit and Set Off states

*If the landlord does not return or file for dispute resolution to retain the deposit within fifteen days, and does not have the tenant's agreement to keep the deposit, the landlord must pay the tenant double the amount of the deposit.*

I find that the Tenants provided their forwarding address to the Landlords on April 29, 2016. There is no evidence before me that the Landlords applied for dispute resolution within 15 days of receiving the Tenants forwarding address. I find that there was no agreement from the Tenants that the Landlords could retain the security deposit or pet damage deposit.

I find that the Landlord returned the security deposit of \$415.00 to the Tenants on June 16, 2016. I find that the security deposit was returned late. The Landlord breached section 38 of the Act. Pursuant to section 38(6) of the Act, the Landlords must pay the Tenants double the amount of the security deposit. The Landlord returned \$415.00 to the Tenants on June 16, 2016, and therefore the Landlord owes the Tenants an additional \$415.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to repay the \$100.00 fee that the Tenant's paid to make application for dispute resolution.

I order the Landlords to pay the Tenants the amount of \$415.00. I grant the Tenants a monetary order in the amount of \$515.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlords are cautioned that costs of such enforcement are recoverable from the Landlord.

### Conclusion

The Landlords failed to return the security deposit and pet damage deposit to the Tenants in accordance with the legislation.

The Tenants are granted double the amount of the security deposit. I grant the Tenants a monetary order in the amount of \$515.00.

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 12, 2016

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Residential Tenancy Branch