



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application brought by the tenant requesting an order for double her \$550.00 security deposit, for a total of \$1100.00, and requesting recovery of her \$100.00 filing fee.

Some documentary evidence and written arguments have been submitted prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on July 15, 2013.

The parties do not agree on the date the tenancy ended however the tenant testified that she vacated the rental unit by June 30, 2016, and the landlords testified that the tenant vacated the rental unit by July 7, 2016.

The parties do agree that no move-out inspection report was done at the end of the tenancy.

The parties also agree that the tenant gave the landlords a forwarding address in writing on July 28, 2016.

The landlords testified that they have not applied for dispute resolution to keep any or all of the security deposit, nor has the tenant given them any written permission to keep any or all of the security deposit.

The landlords also testified that they have no previous orders allowing them to retain the security deposit.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends, or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

As stated above, the landlords did not have the tenants permission to keep the security deposit, and the landlords have not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit, and the time limit in which to apply is now well past.

The landlords have admitted that this tenancy had ended by July 7, 2016, and the landlord have admitted that they had a forwarding address in writing by July 28, 2016, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlords must pay double the amount of the security deposit to the tenant.

The tenant paid a security deposit of \$550.00, and therefore the landlords must pay \$1100.00 to the tenant.

Having allowed the tenants claim for double the security deposit I also allow the tenants request for recovery of her \$100.00 filing fee.

Conclusion

Pursuant to sections 38, 67, and 72 of the Residential Tenancy Act, I have issued a monetary order for the respondents to pay \$1200.00 to the applicant.

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: March 07, 2017

Residential Tenancy Branch

