



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 convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

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

The Landlords and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

It was noted that Tenant JT, one of the Tenants named in the application, has a different last name than the Tenant named in the tenancy agreement. Tenant MB confirms that Tenant JT is the same Tenant.

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 Parties agree as follows: The tenancy started on August 1, 2013 and ended on July 1, 2017. Rent of \$1,250.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$625.00 as a security deposit. The Landlord has not returned the security deposit and did not make an application to claim against the security deposit. No move-in inspection was conducted. The Parties conducted a move-out inspection however no report was completed and copied to the Tenant.

The Tenant states that it provided its forwarding address to the Landlord on July 2, 2017 by email and later by registered mail. The Landlord states that the Tenant provided its forwarding address in a letter dated September 9, 2017 sent by registered mail.

The Tenant claims \$1,250.00 and the \$100.00 filing fee.

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. Based on the undisputed evidence that the Tenant provided its forwarding address and that the Landlord neither returned the deposit or claimed against the deposit, I find that the Landlord must now pay the Tenant double the security deposit plus zero interest of **\$1,250.00**. As the Tenant has been successful with its claim, I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,350.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,350.00**. 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: May 08, 2018

Residential Tenancy Branch