



# Dispute Resolution Services

Page: 1

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

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

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

### Issue(s) to be Decided

Is the Tenant entitled to return of double the security deposit?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The following are agreed facts: The tenancy started on October 1, 2011. At the outset of the tenancy the Landlord collected \$375.00 as a security deposit. The Parties mutually conducted a move-in inspection with a completed report copied to the Tenant. The tenancy ended on September 1, 2017 and the Tenant provided its forwarding address to the Landlord on September 7, 2017. No move-out inspection was completed. The Landlord has not returned the security deposit and has not made an application for dispute resolution claiming against the security deposit.

The Tenant claims return of double the security deposit and recovery of the 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 agreed facts that the Landlord received the Tenant's forwarding address after the tenancy ended and on September 7, 2017 and did not return the security deposit or make an application for dispute resolution claiming against the security deposit I find that the Landlord must now pay the Tenant double the security deposit plus zero interest of **\$750.00**. As the Tenant's claim has been successful I find that the Tenant is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$850.00**.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$850.00**. 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: September 25, 2018

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Residential Tenancy Branch