



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

1. An Order for the return of 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. I accept the Tenants’ evidence that a 3<sup>rd</sup> party served the Landlord in person on March 28, 2018 with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Act. The Tenants were given full opportunity to be heard, to present evidence and to make submissions.

### 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, under written agreement, started on May 1, 2017 and ended on December 1, 2017. Rent of \$1,200.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit and \$600.00 as a pet deposit. The Parties mutually conducted a move-in inspection on April 28, 2017 and a move-out inspection on December 1, 2017. The Tenants sent their forwarding address by courier to the Landlord and it was collected by the Landlord on February 28, 2018. The security deposits were not returned to the Tenants and the Landlord has not made any application to claim against the security or pet deposit. The Tenants seek return of

the security and pet deposits and do not waive any entitlement to return of double the deposits.

### 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 Tenants' undisputed evidence I find that the Landlord received the Tenants' forwarding address on February 28, 2018, after the tenancy ended. As the Landlord has neither returned the deposits or made an application to claim against the deposits I find that the Landlord must now return double the combined security and pet deposits plus zero interest of **\$2,400.00** to the Tenants. As the Tenants were successful with their claim I find that the Tenants are also 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 Act.

Dated: October 18, 2018

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Residential Tenancy Branch