



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 from the tenants pursuant to the *Residential Tenancy Act* (“*Act*”) for:

- a doubling the return of the filing fee pursuant to section 72 of the *Act*, and
- an order directing the landlord to return their security deposit pursuant to section 38 of the *Act*.

Both the landlord and tenant, T.B. appeared at the hearing. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord acknowledged receiving the tenants’ application for dispute resolution and is found to have served in accordance with the *Act*.

Issue(s) to be Decided

Are the tenants entitled to a return of the security deposit? If so, should it be doubled?

Can the tenants recover the filing fee?

Background and Evidence

The parties explained this tenancy began in approximately January 2015 when the landlord purchased the property and assumed the existing tenancy. The tenancy ended on August 31, 2018. Rent was \$775.00 per month and deposits of \$375.00 each, paid

at the outset of the tenancy for pet and security deposits were returned to the tenants on October 5, 2018 via e-transfer.

While tenant T.B. acknowledged both the pet and security deposit had been returned to the tenants in their entirety, he explained the tenants requested a doubling of the return of their deposits pursuant to section 38 of the *Act*.

The landlord confirmed the tenancy ended on August 31, 2018 and acknowledged returning both deposits to the tenants in their entirety on October 5, 2018.

Both parties confirmed a condition inspection of the property was completed on September 1, 2018. The tenant said he did not feel comfortable providing the landlord with his forwarding address and explained the parties had arranged for a return of the pet and security deposits via email.

Analysis

Section 38 of the *Act* requires a landlord to either return a tenant's security deposit in full or file for dispute resolution for authorization to retain the deposit 15 days after the later of the end of a tenancy **and** upon receipt of the tenant's forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award, pursuant to section 38(6)(b) of the *Act*, equivalent to double the value of the security deposit.

While I acknowledge the tenants' apprehension in providing a forwarding address to the landlord due to a fractured relationship between the parties, I note there is no requirement under section 38 of the *Act* for a tenant to provide a home address as a forwarding address. If the tenants had concerns arising from their relationship with the landlord, they could have provided an alternative address to the landlord. I find the tenants have no obligation under section 38 of the *Act* for a doubling of their deposits. For these reasons, I dismiss the tenants' application.

The tenants must bear the cost of their own filing fee.

Conclusion

The tenants' application for a doubling of their security deposit is dismissed without leave to reapply.

The tenants must bear the cost of their own filing fee.

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: January 24, 2019

Residential Tenancy Branch