



# 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 Tenant 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 Landlords and Tenants were each given full opportunity under oath 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 following are agreed facts: The tenancy, under written agreement, started on June 10, 2018 and ended on October 3, 2018. Rent of \$1,100.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$550.00 as a security deposit and \$50.00 as a pet deposit. No move-in or move-out inspections were offered or conducted. The Tenants provided their forwarding address to the Landlord on October 3, 2018. The Landlord has not returned the security deposit and has not made an application to claim against the security deposit.

The Landlord states that the Tenants owe the Landlord compensation for not providing sufficient notice to move out of the unit.

### 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. There is no right under the Act for a Landlord to arbitrarily retain a security deposit to offset any claims for compensation. Whether or not the Landlord had an entitlement to any compensation, given the evidence that the Landlord received the Tenants' forwarding address and neither returned the full security and pet deposit nor made any application to claim against the security and pet deposit, I find that the Landlord is now required to pay the Tenants double the combined security and pet deposit plus zero interest of **\$1,200.00**. As the Tenants have been successful with its claim I find that the Tenants are also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,300.00**.

### Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$1,300.00**. 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: March 25, 2019

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Residential Tenancy Branch