



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Multiple Realty Ltd.
and [tenant name suppressed to protect privacy]

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 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 undisputed facts: The tenancy under written agreement started on July 15, 2017. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit and \$700.00 as a pet deposit. At move-in the Parties mutually conducted a walk-through inspection however no inspection report was completed. Rent of \$1,400.00 was payable on the first day of each month. During the tenancy the Landlord returned the pet deposit. The tenancy ended on February 28, 2019. The Parties did a walk-through at the end of the tenancy however no inspection report was completed.

The Tenants provided their forwarding address to the Landlord on February 25 and March 27, 2019. The Landlord returned \$547.75 and retained the remaining security deposit for locksmith charges. The Tenants did not provide written authorization for the Landlord to retain any amount from the security deposit. The Landlord did not make an application to claim retention of any amount of the security deposit.

The Tenants claim return of the security deposit and do not waive any entitlement to the return of double the security deposit.

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. As the Landlord had no written authorization from the Tenants to retain the security deposit, made no application to claim against the security deposit, and did not return the full security deposit, I find that the Landlord must pay the Tenants **\$1,400.00**. As the Tenants have been successful with their claim I find that the Tenants are entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,500.00**. Deducting the **\$547.75** already paid by the Landlord leaves **\$952.25** to be paid forthwith to the Tenants.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$952.25**. 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: July 25, 2019

Residential Tenancy Branch