



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

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

The Landlords and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirms that the Landlord’s email address as set out in the Tenants’ application is correct.

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 in October 2015 and ended on March 31, 2019. At the outset of the tenancy the Landlord collected \$825.00 as a security deposit. The Tenants provided their forwarding address to the Landlord on March 21, 2019. The Tenant did not give the Landlord any written authorization to retain any amount from the security deposit. The security deposit has not been returned.

The Landlord states that an amount had been retained from the security deposit for move-out fees and that on May 13, 2019 the Landlord returned the remaining \$650.00 to the Tenant by registered mail. The Landlord states that this mail was returned to the Landlord. The Landlord

confirms that no application for dispute resolution was made to claim retention of any portion of 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. Based on the agreed facts that the tenancy ended on March 31, 2019 after the Tenants provided its forwarding address I find that the Landlord had until April 15, 2019 to either return the full amount of the security deposit or to make an application for dispute resolution claiming against the security deposit. As the Landlord did neither I find that the Landlord must pay the Tenants double the security deposit of **\$1,650.00**. As the Tenants have been successful I find that the Tenants are entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,750.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,750.00**. 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: July 26, 2019

Residential Tenancy Branch