



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Devon Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSDS-DR, FFT

Introduction

This hearing was reconvened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary 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 Landlord did not attend the hearing. I accept the Tenants’ evidence that the Landlord was served with the Interim Decision dated May 4, 2020 and notice of reconvened hearing by registered mail as ordered in the Interim Decision.

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, 2019 for a fixed term to end May 31, 2020. The tenancy ended on January 31, 2020. Rent of \$1,770.00 was payable on the first day of each month. At the outset of the tenancy the Landlord

collected \$885.00 as a security deposit. The Landlord received the Tenants' forwarding address on the move-out condition report dated January 30, 2020. While the Tenants signed their agreement on the state of the unit as set out in the move-out inspection report, they did not sign an agreement for the Landlord to retain any portion of the security deposit as set out on the move-out report. The Landlord did not return the security deposit and did not make an application to claim against the security deposit. The Tenants claim 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. Based on the undisputed evidence that the Landlord did not make an application to claim against the security deposit and did not return the security deposit within 15 days of the end of the tenancy, I find that the Landlord must now pay the Tenants double the security deposit plus zero interest of **\$1,770.00**. As the Tenants have been 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 **\$1,870.00**.

Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$1,870.00**. 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: June 08, 2020

Residential Tenancy Branch