



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-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. 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 Parties were each 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 following are agreed facts: the tenancy under written agreement started on March 23, 2020 and ended on November 30, 2020. At the outset of the tenancy the Landlord collected \$2,350.00 as a security deposit and \$2,350.00 as a pet deposit. The Tenant did not provide a forwarding address in writing to the Landlord.

The Tenant states that at move-out the Landlord did not have a form for the forwarding address so the Tenant told the Landlord to send the return of the deposits to the rental unit as the mail was being forwarded by the post office. The Tenant states that they received the return of the deposits by registered mail on December 19, 2020. The Tenant argues that the Landlord did not return the security deposit within 15 days. The Tenant claims return of double the security and pet deposit.

The Landlord states that at move-out the Tenant told the Landlord to send the return of the deposits by registered mail to the rental unit however the post office would not forward registered mail. The Landlord states that they offered to deliver the cheque to the Tenant, but the Tenant refused to give the Landlord an address. The Landlord states that it sent the cheque to the Tenant by registered mail on December 18, 2020.

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. Given the undisputed evidence that the Tenants did not provide their forwarding address in writing to the Landlord, I find that the Landlord was not late in returning the deposits. For this reason and as the Tenants received return of the deposits, I dismiss the claim for return of double the security and pet deposit. As the Tenants have not been successful with its claim, I find that the Tenants are not entitled to recovery of the filing fee and I dismiss this claim. In effect the Tenants' application is dismissed in its entirety.

Conclusion

The application is dismissed. 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: May 27, 2021

Residential Tenancy Branch