



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenants for the return of a security deposit plus compensation equal to the amount of the security deposit due to the Landlord's alleged failure to return it as required by the Act and to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Are the Tenants entitled to the return of a security deposit and if so, how much?

Background and Evidence

This tenancy started on July 1, 2009 and ended on October 31, 2010 when the Tenants moved out. Rent was \$1,295.00 per month. The Tenants paid a security deposit of \$647.50 and a garage remote deposit of \$70.00 at the beginning of the tenancy.

The Parties agree that the Tenants gave their forwarding address in writing to the Landlord on October 31, 2010 during a move out inspection and that the Tenants returned their garage remote at that time. The Parties also agree that the Landlord returned \$417.50 to the Tenants but withheld \$300.00 for a window repair without their written consent.

Analysis

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date he or she receives the Tenant's forwarding address in writing (whichever is later) to either return the Tenant's security deposit or to make an application for dispute resolution to make a claim against it. If the Landlord does not do either one of these things and does not have the Tenant's written authorization to keep the security deposit then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit.

I find that the tenancy ended on October 31, 2010 and that the Landlord received the Tenants' forwarding address in writing that day. I also find that the Landlord returned the garage remote deposit of \$70.00 but only \$347.50 of the Tenants' \$647.50 security deposit. I also find that the Landlord kept \$300.00 of the Tenants' security deposit without the Tenants' written authorization and did not make an application for dispute resolution to make a claim against the security deposit. As a result, I find that pursuant to s. 38(6) of the Act, the Tenants are entitled to the return of the balance of their security deposit of \$300.00 together with compensation equal to the amount of the security deposit or \$647.50 for a total of \$947.50.

As the Tenants have been successful in this matter, I also find pursuant to s. 72(1) of the Act that they are entitled to recover from the Landlord the \$50.00 filing fee for this proceeding.

Conclusion

A Monetary Order in the amount of **\$997.50** has been issue to the Tenants and a copy of it must be served on the Landlord. If the amount is not paid by the Landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 *Residential Tenancy Act*.

Dated: June 08, 2011.

Residential Tenancy Branch