



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, 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 return of the security deposit - Section 38
2. An Order to recover the filing fee for this application - Section 72.

The Tenants and Landlord 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 the monetary amounts claimed?

Background and Evidence

The tenancy began on January 1, 2008 and ended on January 8, 2012. Rent in the amount of \$3,000.00 was payable monthly. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$3,000.00. A move-in inspection was conducted but no report was filled out and the Landlord states that the unit was new at the beginning of the tenancy. The Landlord states that a move-out inspection was not conducted nor was a report completed and copied to the Tenant. The Tenant states that the forwarding address was provided to the Landlord in early December 2011.

The Landlord states that the Tenant left damages to the unit and it is noted in the Tenant's evidence that the Tenant felt that the damages that the Landlord was claiming were excessive and that the Tenant did not agree to the claimed amounts. The

Landlord did not make an application for dispute resolution to claim those damages and did not return the security deposit to the Tenant. The Tenant states that they are seeking return of double the 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 failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$6,000.00**. The Tenant is also entitled to return of the \$50.00 filing fee for a total entitlement of **\$6,050.00**. The Landlord is at liberty to make an application in relation to damages to the unit.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$6,050.00**. 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.

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: April 25, 2012.

Residential Tenancy Branch