



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

The Tenant 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?

Are the Tenants entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on September 1, 2010 and ended on August 31, 2012. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$600.00. A move-in inspection was not conducted and although the Parties conducted a mutual move-out inspection, a condition inspection report was not completed with a copy provide to the Tenants. The Landlord received the Tenants' forwarding address on the date of the move out inspection, September 1, 2012. The Landlord did not make an application for dispute resolution to claim against any part of the security deposit and on October 9, 2012, the Tenants received only a portion of the security deposit back in the amount of \$125.22. The Landlord provided submissions indicating costs had been retained for damages to the unit and for utilities.

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 full security deposit within 15 days of receipt of the Tenants' forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$1,200.00**. The Tenants are also entitled to return of the filing fee for a total entitlement of **\$1,250.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,250.00**. 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: January 9, 2013
