



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

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not participate in the hearing. The Tenant was 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, 2014 and ended on March 31, 2015. At the outset of the tenancy, the Landlord collected a security deposit of \$745.00 and a pet deposit of \$250.00. The Parties mutually conducted a move-in and move-out inspection. The Landlord did not send a copy of the move-out condition report to the Tenant until two weeks after the Tenant served the Landlord with the present application. The Tenants provided their forwarding address in writing on February 11, 2015 along with their notice to end tenancy. The Landlord only returned \$819.97 to the Tenants, did not make an application to retain any amount of the security deposit and the Tenants only agreed in writing that the Landlord could retain \$30.00 for a paint scratch to a door. Further the Landlord made a deduction for cleaning the carpets when the Tenants spent three hours steam cleaning the carpet at move-out.

The Tenant claims 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.

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 Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the combined pet and security deposit plus zero interest in the amount of **\$1,990.00**. The Tenants are also entitled to return of the **\$50.00** filing fee for a total entitlement of **\$2,040.00**.

Deducting the **\$819.97** already returned to the Tenant plus the **\$30.00** agreed to by the Tenant for damage to the door leaves **\$1,190.03** owed by the Landlord to the Tenants.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for **\$1,190.03**. 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: September 22, 2015

Residential Tenancy Branch

