



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

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. A Monetary 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 Tenants and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord required to pay the Tenants 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 1, 2017. The Tenants moved out of the unit on September 15, 2019 despite having paid the full rent for September 2019. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit. The Tenants sent their forwarding address to the Landlord by registered mail on October 8, 2019. The Landlord received the Tenants’ forwarding address. The Tenants did not provide written authorization for the Landlord to retain any portion of the security deposit. The Landlord did not return the security deposit and made no application to claim against 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. Based on the agreed facts that the Landlord received the Tenants' forwarding address and did not return the security deposit or make a claim against the security deposit I find that the Landlord must now pay the Tenants double the security deposit plus zero interest of **\$1,400.00**. As the Tenants have been successful with this claim I find that the Tenants are also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,500.00**.

Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$1,500.00**. 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: April 23, 2020

Residential Tenancy Branch