



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes

MNSD & FF

Introduction

This hearing dealt with an application by the tenants seeking the return of double their security deposit plus interest in accordance with section 38(6) of the *Act*. Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

Issue to be Determined

Are the tenants entitled to the return of double their security deposit plus interest?

Background and Evidence

The tenants provided no evidence in support of this application. The landlord provided some utility bills; however, this evidence is not relevant to the issue before me. As well the landlord made numerous submissions about the tenancy and the condition of the rental unit which were not relevant to the issue before me.

Based on the statements of the parties I accept the following:

This tenancy began effective September 1, 2008 for the monthly rent of \$925.00 and a security deposit of \$400.00. The parties completed a move in condition inspection report in writing but did not complete a move out condition inspection when the tenancy ended. I accept the tenancy ended February 28, 2009 but the tenants paid to stay until March 5, 2009 with the agreement of the landlord.

The tenants submitted that they provided the landlord with a forwarding address in writing on March 6, 2009. The landlord denies ever receiving a forwarding address and states that he returned a portion of the tenants' security deposit after receiving the tenants' address as part of the documents related to this proceeding.

Analysis

I accept the tenants' application in part. I find that the landlord extinguished any right to the tenants' security deposit when he failed to complete the move out condition inspection report in writing. However, I do not find that the tenants' provided a forwarding address in writing as required by section 38(1) of the *Act*. The tenants

provided no evidence in support of their claim that they provided the forwarding address in writing on March 6, 2009. The tenants' have the burden of proving their claim that the address was provided. Since the evidence from the parties is equal in weight, I find that the tenants have not established that the address was provided.

As a result I deny the tenants' request for the return of double their security deposit. However, I am satisfied that the landlord failed to meet his obligations to complete the move out condition inspection report or to have the written consent of the tenants' to retain any of their security deposit. As a result I Order that the landlord return the tenants' security deposit plus interest in full. I also Order that the landlord recover the \$50.00 filing fee paid by the tenants for this application.

I find that the tenants' have established a total monetary claim of **\$452.00**. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenants' application is granted in part. I have determined the tenants are entitled to the return of their security deposit plus interest; however, the tenants' are not entitled to the return of double their security deposit as I was not satisfied that the tenants' provided the landlord with their forwarding address in writing as required by section 38(1) of the *Act*.

Dated May 29, 2009.

Dispute Resolution Officer