

Decision

Dispute Codes: MNSD

Introduction

This hearing dealt with an application by the tenants for the double return of their security deposit. The tenants participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the landlord did not appear.

Issue to be decided

- Whether the tenants are entitled to the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on or about September 1, 2008. Rent in the amount of \$1,200.00 was payable in advance on the first day of each month. A security deposit of \$600.00 was collected at the outset of tenancy. While a walk-through of the unit took place at the start of tenancy, no move-in condition inspection report was completed.

The tenants testified that they gave proper written notice of their intent to end tenancy effective April 30, 2009. The tenants also testified that they informed the landlord of their forwarding address in writing on April 24, 2009. The tenants stated that during a walk-through of the unit at the end of tenancy, the landlord identified no concerns about the condition of the unit. However, no move-out condition inspection report was completed.

Thereafter, the tenants had some limited contact with the landlord by way of telephone, but despite his assurances the landlord has declined to return their security deposit.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Section 38 of the Act speaks to **Return of security deposit and pet damage deposit**, and provides in part, as follows:

38(1) Except as provided in subsection (3) or (4), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Further, section 38(6) of the Act provides:

38(6) If a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

Based on the documentary evidence and undisputed testimony of the tenants, I find that the tenancy ended on April 30, 2009, and that the tenants informed the landlord in

writing of their forwarding address. I further find that the landlord has subsequently failed to return the tenants' security deposit according to the above statutory provisions. Accordingly, I find that the tenants have established entitlement to the double return of their security deposit in the amount of \$1,200.00 (2 x \$600.00) plus interest of \$3.00.

Conclusion

Following from the above and pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$1,203.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: May 7, 2010

Dispute Resolution Officer