

## **DECISION**

Dispute Codes      MNSD & FF

### Introduction

This dealt with an application by the tenants seeking the return of double their security and pet deposits. Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to me.

The landlord requested an adjournment of the hearing so that he would have more additional time to submit evidence in support of damage he claims was caused to the rental unit by the tenants. I denied the landlord's request for an adjournment on the basis that the evidence the landlord wanted additional time to gather and submit is not relevant to the issue before me and on the basis that the landlord has had since May 2010 to gather and provide evidence in response to this dispute.

### Issues(s) to be Decided

Has the landlord breached the Act or tenancy agreement, entitling the tenants to a monetary Order for the return of double their security deposit?

### Background and Evidence

The parties entered into an oral tenancy agreement which began on November 1, 2009 for the monthly rent of \$1,275.00. The tenants paid a security and pet deposit of \$1,275.00 on October 5, 2009. The tenancy ended on April 30, 2010.

The tenants testified that they provided the landlord with their forwarding address in writing on April 29, 2010. The tenants provided a copy of this letter in their evidence. The landlord confirmed receiving the forwarding address from the tenants.

Both the landlord and the tenant confirmed that written condition inspection reports were not completed.

The landlord and tenants both confirmed that the tenants' security deposits have not been returned. The landlord confirmed that he did not file an application for Dispute Resolution requesting to retain the tenants' security deposit.

### Analysis

Based on the testimony and evidence provided, and on a balance of probabilities, I find as follows:

I grant the tenants' application for Dispute Resolution and Order that the landlord pay the tenants double their security deposits pursuant to section 38(6) of the *Act*.

I accept the evidence of the tenants that the landlord received their forwarding address in writing and that the landlord did not file an application for Dispute Resolution requesting to retain the tenants security deposit. I am also satisfied that the landlord did not complete written move in and move out condition inspection reports as required by the *Act*.

Section 38(1) of the *Act* requires a landlord to either return a tenant's security deposit or to file an application for Dispute Resolution to retain the security deposit within 15 days of receiving the tenant's forwarding address in writing. Section 38(6) of the *Act* states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the security deposit.

I find that the tenants have established a total monetary claim for the sum of **\$2,550.00**. This sum is comprised of double the security deposits of \$1,275.00.

### Conclusion

I grant the tenant's application and have issued a monetary Order for the sum of **\$1,250.00**. This Order must be served upon the landlord. This Order may be filed with the Province of British Columbia 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 *Residential Tenancy Act*.

Dated: October 08, 2010.

---

Dispute Resolution Officer