



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This was the hearing of applications by the tenants and by the landlords. The applications were heard together and the hearing was conducted by conference call. The named tenant and the landlord participated in the hearing

Issues(s) to be Decided

Are the tenants entitled to the return of their security deposit, including double the amount of the deposit?

Are the landlords entitled to a monetary order and if so in what amount?

Are the landlords entitled to retain the security deposit in satisfaction of a monetary award?

Background and Evidence

The rental unit is a house in Abbotsford. The tenancy began July 1, 2007. The tenants paid a security deposit of \$737.50 at the commencement of the tenancy. The tenants moved out of the rental unit at the end of May, 2010. According to the tenants' application for dispute resolution the tenants gave the landlord their forwarding address in writing on June 4, 2010. The tenants did not submit a copy of a notice of their forwarding address given to the landlords. At the hearing the tenant testified that the tenants gave their forwarding address to the father of the landlord. The landlord testified that no forwarding address was ever given to them and the first they learned of

the tenants' new address was when they received the tenants' application for dispute resolution.

The landlords submitted photographs of the rental unit that showed damages caused by the tenants including repairs, cleaning and garbage removal that was required. The landlords submitted invoices totalling \$463.01 to repair and clean the rental unit after they were served with the tenants' application for dispute resolution the landlords sent a statement and a cheque for the balance of the tenants' security deposit with interest, but less the amount of \$463.01 claimed for repairs. They sent a cheque to the tenants in the amount of \$296.39

The landlords filed their own application for dispute resolution on October 6, 2010. They requested a monetary order in the amount of \$463.01 plus the filing fee for their application and an order to retain the amount from the security deposit.

The tenant acknowledged that the landlords' claims for cleaning and repairs were legitimate, but she suggested that some of the charges were excessive, referring to a bill for the repairs that were performed by the landlord who is a contractor.

Analysis and conclusion

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the tenants' forwarding address is received in writing. The landlord's obligation to deal with the deposit is not triggered until such time as the landlord has received the address in writing. The tenants have not provided evidence to prove that they gave their forwarding address to the landlord in writing. When the landlords received the tenants' application they forwarded the balance of the deposit. The application however did not constitute the giving of a forwarding address until confirmed at the hearing. Because the tenants failed to prove that they gave their forwarding address to the landlords before commencing the application for dispute resolution, the application is

dismissed. I make no order with respect to the filing fee paid for the tenants' application.

The landlord has claimed payment of the sum of \$463.01 for repairs and cleaning. I find that the claim is justified based on the evidence submitted by the landlord and I award the landlord the said sum. The landlord is entitled to recover the \$50.00 filing fee paid for their application for a total award of \$513.01. The landlord has retained the sum of \$463.01 from the deposit that it holds and I grant the landlord a monetary order for the balance in the amount of \$50.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: November 10, 2010.
