



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This conference call hearing was convened in response to the tenants' application for the return of double the amount of the security deposit, and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Are the tenants entitled to the return of the security deposit as claimed?

Are the tenants entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single detached home. The landlord testified that the tenancy started on March 1st, 2010 and ended February 28th, 2011. The rent was \$1300.00 per month and the tenants paid a security deposit of \$650.00. The landlord stated that the agreement was largely casual, but that it was based on the condition that the tenants would fill up the oil tank upon moving out. The landlord stated that she spent over \$300.00 in additional cleaning and that she had to replace some drapes.

The tenant testified that the filling up of the oil tank was not included in the tenancy agreement, and she also addressed issues with repairs to the unit during the tenancy.

She said that she provided the landlord with notice to end tenancy and her forwarding address in writing, and that the rental unit was left cleaned and undamaged at the end of the tenancy.

The landlord confirmed receipt of the tenant's notice to end tenancy on January 29th, 2011 and of the tenant's forwarding address on March 12th, 2011.

Analysis

Section 38(1) of the *Residential Tenancy 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 landlord received the tenant's forwarding address in writing.

Section 38(6) of the *Residential Tenancy Act* provides in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit.

In this matter the landlord received the tenants' forwarding address on March 12th, 2011, but the security deposit was not returned and the landlord did not apply for dispute resolution as required by statute. Therefore the tenants are entitled to the return of double the amount of the security deposit.

Section 60(1) of the Act provides also for the landlord to make an application for dispute resolution over matters related to the tenancy within two years after the tenancy ends. The landlord is entitled to claim monetary compensation against the tenants for any damages or loss, and to submit evidence at that time.

Conclusion

The tenants established a claim of \$1300.00. Since they were successful, the tenants are entitled to recover the \$50.00 filing fee and pursuant to Section 67 of the Act, I grant the tenants a monetary order for the sum of \$1350.00

This Order may be registered 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 *Residential Tenancy Act*.

Dated: August 18, 2011.

Residential Tenancy Branch