



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with applications by the tenants and the landlord. The landlord applied for monetary compensation for unpaid rent and an order to retain the security deposit in partial compensation of the claim. The tenants applied for double recovery of their security deposit. Both tenants, one landlord and an agent for the landlord participated in the teleconference hearing.

The tenants submitted documentary evidence that they did not serve on the landlord. I therefore did not admit or consider that evidence. The tenants provided their oral evidence in the hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent?
Are the tenants entitled to double recovery of the security deposit?

Background and Evidence

The tenancy began on May 1, 2011 as a one-year fixed-term tenancy, with monthly rent of \$950 due in advance on the first day of each month. On April 20, 2011, the tenants paid the landlord a security deposit of \$475.

The tenants failed to pay \$300 of their rent in June 2011, and they paid no rent for July 2011. On July 8, 2011 the landlord served the tenants a notice to end tenancy for unpaid rent. The tenants vacated the rental unit on July 18, 2011 and provided their written forwarding address on that date.

On August 10, 2011 the tenants applied for recovery of their security deposit. On September 22, 2011 the landlord applied for \$1250 in unpaid rent and an order to retain the security deposit in partial compensation of this amount.

The tenants stated that they acted on the notice to end tenancy for unpaid rent, and moved out on the effective date of the notice. The tenants stated that the landlord did not provide the tenants with a copy of the move-in or move-out condition inspection reports, and therefore the landlord's claim against the security deposit is extinguished.

The landlord stated that the landlord and tenants had a verbal agreement that the landlord could keep the security deposit in full compensation of the outstanding rent.

Analysis

The landlord is entitled to the unpaid rent of \$1250, as claimed.

In regard to the security deposit, section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit. One exception to this requirement is if the tenant agrees in writing that the landlord may keep the security deposit.

In this case, the tenants did not agree in writing that the landlord could keep the security deposit. The tenancy ended on July 18, 2011, and the tenants provided their forwarding address in writing on that date. The landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I therefore find that the tenants have established a claim for the double recovery of the security deposit in the amount of \$950.

As the landlord was successful in his application, he is entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

The landlord is entitled to monetary compensation of \$1300. The tenants are entitled to double recovery of the security deposit in the amount of \$950. I offset the tenants' award against that of the landlord, and grant the landlord a monetary order for the balance of \$350.

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: November 16, 2011.

Residential Tenancy Branch