



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application for dispute resolution by the tenants for a monetary order for the return of their security deposit, doubled, and to recover the cost of the filing fee from the landlord for this application.

The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

I have reviewed all oral and written 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

Are the tenants entitled to a monetary order pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act* (the “Act”)?

Background and Evidence

The parties agreed that this one year, fixed term tenancy began on December 1, 2010, and ended on November 30, 2011 and that the tenants paid a security deposit of \$775.00 just before moving in.

The tenant gave affirmed testimony and supplied evidence that the landlord was provided the tenants’ written forwarding address, on November 29, 2011, on a separate piece of paper. The tenant submitted that they met with the landlord’s agent and the landlord at the rental unit that evening, at which time the parties performed an inspection and the landlord was given the tenants’ written forwarding address.

The tenant stated that the landlord has not returned their security deposit.

The tenants' monetary claim is in the amount of \$1,650.00, which includes a return of their security deposit, doubled, and \$100.00 for lost wages for having to file for dispute resolution.

The landlord confirmed that she received the tenants' written forwarding address on November 29, 2011, has not returned the tenants' security deposit and has not filed for dispute resolution claiming against the security deposit.

The landlord submitted that the tenants were to pick up the cheque for the return of their security deposit, but have not done so.

Analysis

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

In order to justify payment of loss under section 67 of the *Act*, the applicants/tenants are required to prove that the other party did not comply with the *Act* and that this non-compliance resulted in losses to the applicants pursuant to section 7.

I accept the evidence and testimony of the tenants, confirmed by the landlord, that the tenancy ended on November 30, 2011, the landlord was provided the tenants' written forwarding address on November 29, 2011, has not returned the tenants' security deposit and has not filed for dispute resolution claiming against the deposit.

Based on the above, I find that the landlord failed to comply with Section 38 of the *Act* and I therefore find the tenants are entitled to a return of their security deposit, doubled, pursuant to Section 38(6) of the *Act*.

Costs incurred that relate to processing a claim for damages are limited to the cost of the filing fee, which is specifically allowed under section 72 of the *Act*. I find that I do not have authority to award any other costs related to a dispute resolution proceeding and I therefore **dismiss** the tenants' claim to recover costs for filing for dispute resolution in the amount of \$100.00.

I find the tenants' application had merit and I award them recovery of their filing fee, in the amount of \$50.00.

Conclusion

I find the tenants have established a **monetary claim** in the amount of **\$1,600.00**, comprised of their security deposit of \$775.00, doubled, and \$50.00 for the filing fee.

I grant the tenants a monetary order for the sum of **\$1,600.00**, pursuant to section 67 of the Act.

I am enclosing a monetary order for \$1,600.00 with the tenants' Decision. This monetary order is a **legally binding, final order**, and it may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement should the landlord fail to comply with this monetary order.

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: February 28, 2012.

Residential Tenancy Branch