



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD and FF

Introduction

This hearing was convened on the tenants' application of March 6, 2012 for return of their security and pet damage deposits in double under section 38(6) of the *Act*. The claim is made on the grounds that the landlord did not return the deposits or make application to claim against them within 15 days of the latter of the end of the tenancy or receipt of the tenants' forwarding address as required under section 38(1). The tenants also sought to recover the filing fee for this proceeding from the landlord.

Issue(s) to be Decided

This matter requires a decision on whether the tenants are entitled to return of their security deposit and pet damage deposits and whether the amount should be doubled.

Background and Evidence

This tenancy began on September 1, 2011 and ended in January 2012. Rent was \$2,600 per month and the landlord holds a security and pet damage deposits of \$1,300 each paid at the beginning of the tenancy.

This hearing was made more challenging by the fact that the tenant telephoned from Iran and the connection resulted in delayed feedback of the voices of the landlord and the dispute resolution officer, compounded by the tenants' translator needing to consult the attending tenant. At the same time, the landlord left the hearing at times to consult his partner.

In addition, while the landlord stated he had submitted a copy of the rental agreement the day before the hearing, it had not arrived, and was too late to have met the five-day evidence filing requirement in any event.

Beyond that, the tenant submitted a copy of a letter to the landlord dated February 16, 2012 providing a forwarding address and requesting return of the deposits.

However, the neither party had submitted copies of the move-in or move-out condition inspection reports and I was unable to ascertain if there was agreement between them as to whether the reports had been completed.

The landlord stated that he believed he had claims in damages and loss of rent but was advised that he would have needed to have made his own application to have such claims considered.

The parties were advised of the opportunity to craft a consent agreement provided by section 63 of the *Act* which they were attempting when the tenants' long distance connection dropped.

In view of the lack of documentary evidence and the difficulty imposed by the long distance telephone connection, I find that I must dismiss this application but I grant the tenants leave to reapply.

Conclusion

The application is dismissed with leave to reapply.

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: May 08, 2012.

Residential Tenancy Branch