



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenants for the return of a security deposit plus compensation equal to the amount of the deposit due to the Landlords' alleged failure to return it as required by the Act as well as to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Are the Tenants entitled to the return of a security deposit and if so, how much?

Background and Evidence

This tenancy started on March 1, 2011 and ended on or about March 5, 2012 when the Tenants moved out. Rent was \$800.00 per month payable in advance on the 1st day of each month. The Tenants paid a security deposit of \$400.00 at the beginning of the tenancy.

The Parties agree that the Landlords did not offer the Tenants an opportunity to complete a move out condition inspection report. The Parties also agree that on April 12, 2012, the Tenants sent the Landlords their forwarding address in writing via registered mail. Although the Landlords argued that the Tenants acknowledged damages to the rental unit at the end of the tenancy, the Landlords admitted that the Tenants did not give their written or verbal consent to the Landlords keeping their security deposit. The Parties further agree that the security has not returned it to the Tenants.

Analysis

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date he or she receives the Tenant's forwarding address in writing (whichever is later) to either return the Tenant's security deposit or to make an application for dispute resolution to make a claim against it. If the Landlord does not do

either one of these things and does not have the Tenant's written authorization to keep the security deposit then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit.

Sections 24(2) and 36(2) of the Act say that if a Landlord does not complete a move in or a move out condition inspection report in accordance with the Regulations, the Landlord's right to make a claim against the security deposit for damages to the rental unit is extinguished.

I find that the tenancy ended on March 5, 2012. I also find that the Landlords received the Tenant's forwarding address in writing on April 13, 2012 but did not return their security deposit of \$400.00 and did not have the Tenants' written authorization to keep the security deposit. I further find that the Landlords did not make an application for dispute resolution to make a claim against the deposits within the time limits required under s. 38(1) of the Act, and that their right to do so was extinguished under s. 36(2) of the Act because they did not complete a move out condition inspection report in accordance with the Regulations to the Act. As a result, I find that pursuant to s. 38(6) of the Act, the Landlords must return double the amount of the security deposit or \$800.00 to the Tenants.

I also find pursuant to s. 72 of the Act that the Tenants are entitled to recover from the Landlords the \$50.00 filing fee they paid for this proceeding.

Conclusion

A Monetary Order in the amount of **\$850.00** has been issued to the Tenants and a copy of the Order must be served on the Landlords. If the amount is not paid by the Landlords, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: July 10, 2012.

Residential Tenancy Branch