



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD

### Introduction

This hearing was scheduled in response to an application by the tenants for a monetary order reflecting compensation for the double return of the security deposit. Both parties attended the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on April 1, 2012. Monthly rent of \$800.00 was due and payable in advance on the first day of each month, and a security deposit of \$400.00 was collected. There is no move-in condition inspection report in evidence.

On or about June 26, 2012, the landlords asked tenant "DJA" to vacate the unit. Subsequently, tenant "DJA" vacated the unit on or about June 30, 2012. Meanwhile, tenant "AMC" continued to reside in the unit.

The landlords issued a 1 month notice to end tenancy for cause dated October 10, 2012. Thereafter, tenant "AMC" vacated the unit on October 31, 2012.

There appears to be no dispute that tenant "AMC" provided landlord "ML" with her forwarding address in writing on October 31, 2012 when she vacated the unit. However, the landlords did not thereafter return any portion of the security deposit to the tenants. Landlord "BH" testified that the security deposit was not returned as painting and cleaning were required in the unit as a result of the tenancy. There is no move-out condition inspection report in evidence.

## Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the documentary evidence and testimony, I find that the landlords neither repaid the security deposit nor filed an application for dispute resolution, despite being provided with the tenants' forwarding address at the end of tenancy on October 31, 2012. In the result, I find that the tenants have established entitlement to a **monetary order** reflecting the double return of the security deposit in the total amount of **\$800.00** (2 x \$400.00).

Related to tenant "AMC's" inquiry during the hearing about recovery of costs arising from her use of registered mail, section 72 of the Act speaks to **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute.

The tenants have not applied to recover the filing fee.

As the application for dispute resolution and the tenancy agreement identify tenants "AMC" and "DJA," both tenants are named in this decision and in the monetary order.

Finally, for information, the attention of the parties is also drawn to the following sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$800.00**. Should it be necessary, this order may be served on the landlords, filed 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: February 27, 2013

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Residential Tenancy Branch

