



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, O

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants for return of the security deposit and pet damage deposit.

The landlord and both tenants attended the hearing, each gave affirmed testimony, and the tenants provided evidentiary material to the Residential Tenancy Branch and to the landlord prior to the commencement of the hearing. The parties were given the opportunity to cross examine each other on the evidence and testimony provided, all of which has been reviewed and is considered in this Decision.

No issues with respect to service or delivery of documents or evidence were raised.

Issue(s) to be Decided

Have the tenants established an entitlement to a monetary order as against the landlord for return of the pet damage deposit and security deposit?

Background and Evidence

The parties agree that this month-to-month tenancy began on June 1, 2012 and ended on July 31, 2012. Rent in the amount of \$1,000.00 per month was payable in advance on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$500.00 as well as a pet damage deposit in the amount of \$125.00 which was paid by installments during the course of the 2 month tenancy. Copies of receipts have been provided for this hearing to substantiate that testimony. The parties also agree that none of the deposits have been returned to the tenants.

The first tenant testified that no move-in condition inspection report was completed at the outset of the tenancy, and at the end of the tenancy, the landlord did a walk-through of the rental unit and took notes, but the tenants did not receive a copy.

The tenant further testified that the landlord was given a forwarding address verbally on August 28, 2012.

The second tenant testified that the landlord had promised to return the deposits on different occasions, and on each occasion provided the tenants with a different condition to receiving those funds. On one occasion the landlord required notice to end the tenancy in writing. On another occasion the landlord told the tenants that estimates for damages had to be obtained before the deposits could be returned. The landlord also told the tenants that if the rental unit was cleaned the tenants would receive back the deposits.

The landlord testified that the tenants had not provided the landlord with proper notice to end the tenancy, and had verbally notified the landlord on July 2, 2012 that they would be moving out. They didn't say when they would be moving out, but the landlord assumed they meant that the rental unit would be vacant on the last day of July, 2012. The landlord could not re-rent or advertise the rental unit for rent until the landlord received the tenants' written notice.

The landlord further testified that since the tenants did not provide written notice or provide notice prior to the beginning of July, 2012 for a tenancy to end at the end of July, 2012, the landlord is owed another month of rent.

Analysis

The *Residential Tenancy Act* states that a landlord is required to return a security deposit and pet damage deposit or make a claim against them within 15 days of the later of the date the tenancy ends or the date the tenants provide a forwarding address in writing. If the landlord does not, the tenants are entitled to double recovery of the deposits. In this case, the tenants did not provide the landlord with a forwarding address in writing, and therefore the tenants are not entitled to double. However, the landlord has not made a claim as against the tenants for damages or unpaid rent, and therefore, the tenants are entitled to recovery of both deposits.

The landlord testified that the tenants are indebted for a month of rent by virtue of not providing sufficient written notice to end the tenancy, but the landlord has not made that application, and therefore I make no findings with respect to any claim the landlord may have.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$625.00.

This order is final and binding on the parties and may be enforced.

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: January 03, 2013.

Residential Tenancy Branch



Residential Tenancy Branch

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Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website (www.rto.gov.bc.ca) has information about:

- How and when to enforce an order of possession:
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*
(Please Note: Legislated deadlines apply)

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at www.rto.gov.bc.ca