



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Seascape Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This was a hearing with respect to the tenants' application for the return of their security deposit. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Are the tenants entitled to a monetary order in the amount of his security deposit?
Are the tenants entitled to an award of double the amount of the deposit pursuant to section 38 (6) of the *Residential Tenancy Act*?

Background and Evidence

The tenancy began in March, 2011. The tenants paid a security deposit of \$287.50 at the beginning of the tenancy. The landlord and the tenant disagreed as to the date that the tenancy ended. The tenant testified that he moved out on June 3, 2012. The landlord's representative said that the tenancy ended on April 11, 2012.

The landlord has not returned the tenants' security deposit. The tenant testified that the landlord's representative gave him a card and he wrote his forwarding address on the card and returned it. The landlord's representative acknowledged that he gave the tenant a card to fill out with the forwarding address, but said that he did not receive the card back and did not receive the tenants' forwarding address.

At the hearing the tenant said that he was not seeking payment of double the security deposit, but simply wanted his original deposit returned to him. The landlord's representative said that he would return the original deposit amount to the tenants.

Analysis and Conclusion

The tenancy ended in 2012. The landlord has not made a claim to retain the tenants' security deposit. I need not determine whether the landlord did in fact receive the tenants' forwarding address because the tenant is not seeking payment of double the original deposit amount and because the landlord has agreed to return the deposit. Based on those facts, I allow the tenants' application and grant them a monetary award in the amount of \$287.50, being the original deposit amount. The tenants did not pay a filing fee and therefore I do not award a filing fee. I grant the tenants an order under section 67 in the stated amount. This order may be registered 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: March 22, 2013

Residential Tenancy Branch

