



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, MNSD, FF

### Introduction

This hearing concerns an application by the tenants for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / compensation reflecting the double return of the security deposit / and recovery of the filing fee. The tenants attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the “hearing package”) by registered mail, the landlords did not appear. Evidence provided by the tenants includes the Canada Post tracking number for the registered mail.

### Issue(s) to be Decided

Whether the tenants are entitled to any of 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 December 1, 2010. Monthly rent of \$1,000.00 was due and payable in advance on the first day of each month, and a security deposit of \$500.00 was collected. A move-in condition inspection report (“inspection checklist”) was completed with the participation of both parties.

The tenants testified that in October 2012 they gave written notice to end tenancy effective November 30, 2012. The parties completed a walk-through of the unit near the end of November 2012. The tenants testified that in spite of efforts they made to clean the unit, the landlords identified miscellaneous concerns they had about the level of cleanliness. The tenants further testified that the landlords did not provide them with a copy of any documentation related to the condition of the unit at the end of tenancy.

The tenants testified that they informed the landlords of their forwarding address by way of letter sent by registered mail on December 29, 2012. Evidence provided by the tenants includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was “successfully delivered” on January 16, 2013. Despite this, the landlords have not repaid the security deposit.

### 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)

For reference, the attention of the parties is drawn to the following particular 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**

Section 37: **Leaving the rental unit at the end of a tenancy**

Based on the documentary evidence and the affirmed / undisputed testimony of the tenants, the various aspects of the tenants’ claim and my findings around each are set out below.

**\$1,000.00** (2 x \$500.00): *double return of the security deposit.*

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.

I find that the landlords neither repaid the security deposit, nor filed an application for dispute resolution within 15 days after receiving the tenants’ forwarding address in writing on January 16, 2013. Accordingly, I find that the tenants have established entitlement to compensation reflecting the double return of their security deposit.

\$1,824.00 (24 x \$76.00): *cablevision for 24 months.*

Pursuant to the tenancy agreement, "cablevision" is included in the rent. However, the tenants testified that the landlords failed to provide this service at any time during their tenancy in exchange for regular payment of rent. Marginally related documentary evidence is limited to a recent Telus bill issued to the tenants which concerns, amongst other services, provision of cablevision to the tenants at their current address, not the rental unit address. In the result, this aspect of the application is hereby dismissed with leave to reapply.

**\$50.00:** *filing fee.*

As the tenants have been largely successful with their application, I find that they have established entitlement to recovery of the full filing fee.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$1,050.00** (\$1,000.00 + \$50.00). 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: May 14, 2013

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Residential Tenancy Branch

