



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened upon the joint applications of the tenant and the landlords.

The tenant seeks recovery of the security deposit and the filing fee paid for this application. The tenant seeks \$675.00 plus the filing fee.

The landlord seeks to retain the security deposit and recover the filing fee. The landlords seek \$1,012.50 plus the filing fee.

Both parties appeared at the hearing of this matter and gave evidence under oath. The tenant's middle name has been spelled incorrectly on some of the documentation. The tenant confirmed that his middle name is spelled as set out in the style of cause of this Decision.

Issue(s) to be Decided

Is either party entitled to the sums claimed?

Background and Evidence

This tenancy began on September 1, 2011 and ended on May 31, 2012. The tenant had paid a security deposit at the start of the tenancy of \$337.50. The tenant says he supplied his forwarding address to the landlords on February 20, 2013 but the landlords have not returned the deposit. The tenant claims double the deposit in the amount of \$675.00.

The landlords agree they received the tenant's forwarding address February 20, 2013 and they agree they have not returned the deposit. The landlords say the tenant did not clean the unit. The landlords say that as a result of the rental unit being left unclean

they lost rent for the month of June 2012 because potential renters did not want it. Further they say they had to have the locks changed because the tenant did not give the keys back until he returned them with his letter of February 20, 2013. The landlords did not supply receipts.

The tenant says he called the landlords several times to make arrangements to meet with them to return the keys but they would not respond to his requests. The tenant says he did not feel it safe to leave the keys in the rental unit.

Analysis

Section 38(1) of the Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address writing, to either return the deposit or file an Application for Dispute Resolution seeking an Order allowing the landlord to retain the deposit if the landlord believes there is cause.

If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the deposit (section 38(6)). If the tenant does not supply his forwarding address in writing within a year, the landlord may retain the deposit.

I find that the landlord has not returned the security deposit within 15 days of receipt of the tenant's forwarding address. The tenant is therefore entitled to a monetary order in amounting to double the deposit with interest calculated on the original amount only.

Having been successful in this application, I find further that the tenant is entitled recover the \$50.00 filing fee paid for this application.

With respect to the landlord's claim to retain the deposit I find that the landlord has failed to prove the sums they say they paid out to clean the rental unit or to change the locks. The landlords' claims are therefore dismissed.

Total monetary award payable by the landlord to the tenant:

Security Deposit	\$337.50
Double Security Deposit	337.50
Interest on original amount paid from date security deposit paid to date of this order	0.00
Filing Fees	50.00
TOTAL MONETARY AWARD	\$725.00

The tenant is provided with an Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. This is a final and binding Order as any Order of the Provincial Court of British Columbia.

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: June 21, 2013

Residential Tenancy Branch

