



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Planex Westside Development Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with applications by the landlord and the tenants. The landlord applied for monetary compensation for unpaid rent for April 2013. The tenants applied for double recovery of their security and pet deposits. Two agents for the landlord and one tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that she had received the landlord's application. The landlord did not submit any additional evidence to support their application. The landlord stated that they did not receive the tenant's application or evidence. The tenant stated that she personally served her application and evidence to staff at the landlord's service address. I accepted the tenant's evidence regarding service of her application, found that the landlord had been served, and verbally outlined the details of the tenants' application to the landlord in the hearing.

During the hearing, the landlord sought to amend their application for loss of revenue for May through July 2013. I declined to amend the landlord's application at that time, and informed the landlord that they may file a new application and provide supporting evidence to claim lost revenue for May through July 2013.

The landlord and the tenant gave testimony regarding both applications. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Are the tenants entitled to double recovery of the security and pet deposits?

Background and Evidence

The tenancy began on July 30, 2012 as a fixed term tenancy to end on July 31, 2013. The monthly rent, payable in advance on the first day of each month, was \$3100. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$1550 and a pet deposit of \$1550. The tenants did not pay rent for April 2013, and they vacated the rental unit on May 1, 2013.

The tenant acknowledged in the hearing that they did not pay rent for April 2013.

In regard to the deposits, the tenant stated that the landlord did not apply to keep the deposits. The tenant stated that she sent the landlord their forwarding address in writing by registered mail but she could not recall the date. She stated that the landlord also received the tenants' forwarding address in writing in a letter dated May 1, 2013.

The landlord stated that they did not know if they received the forwarding address as they had not attended at their service address. The landlord acknowledged that they did receive the tenant's letter dated May 1, 2013.

Analysis

I find that the landlord is entitled to \$3100 for April 2013 rent, as the tenant acknowledged that they did not pay this amount, and they did not vacate the rental unit until May 1, 2013.

I find that the tenants are entitled to double recovery of their deposits, in the amount of \$6200. Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security and pet deposits. I find that the tenancy ended on May 1, 2013, and that the tenants provided their forwarding address in writing on that date. I further find that the landlord has failed to repay the security and pet deposits or make an application to keep the deposits within 15 days of receiving the tenant's forwarding address in writing.

As both parties were successful in their applications, I award the landlord \$50 for recovery of their filing fee and I award the tenants \$100 for recovery of their filing fee.

Conclusion

The landlord is entitled to \$3150. The tenants are entitled to \$6300. I grant the tenants an order under section 67 for the balance due of \$3150. This order may be 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: July 23, 2013

Residential Tenancy Branch