



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This hearing was scheduled in response to an application by the tenants for a monetary order as compensation reflecting the double return of the security deposit. Both parties attended and / or were represented and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on April 1, 2007. Additional written tenancy agreements were entered into over the years as tenancy continued. Monthly rent at the start of tenancy was \$1,350.00, but increased over time. A security deposit of \$675.00 was collected on or about April 1, 2007. A move-in condition inspection report was not completed.

Following notice given by the landlord, tenancy ended on February 28, 2013. A move-out condition inspection report was not completed. Thereafter, on or about March 22, 2013, the tenants provided the landlord with their forwarding address in writing. Subsequently, the landlord declined to repay the tenants' security deposit, as the landlord concluded that the cost of repairs exceeded the amount of 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

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 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.

Based on the documentary evidence and testimony, I find that the landlord neither repaid the security deposit, nor filed an application for dispute resolution within 15 days after being informed in writing by the tenants of their forwarding address on or about March 22, 2013. Accordingly, I find that the tenants have established entitlement to the double return of their security deposit. Despite this, during the hearing, tenant "NS-M" testified that she would accept payment of the original amount of the security deposit plus interest as a resolution of the dispute. Accordingly, I find that the tenants have established entitlement to a **monetary order** in the total amount of **\$692.87**, which is comprised of the original security deposit of \$675.00, plus interest of \$17.87.

During the hearing, tenant "NS-M" requested that payment occur by cheque made payable to her and mailed to the address shown on the tenants' application for dispute resolution.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$692.87**. Should it be necessary, this order may be served on the landlord, 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: August 21, 2013

Residential Tenancy Branch

