



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD and FF

Introduction

This hearing was convened on the tenants' application of May 21, 2013 seeking a Monetary Order for return of a portion of their security deposit retained without consent or without the landlord having made application for dispute resolution to claim against it.

Despite having been served with the Notice of Hearing sent by registered mail on May 24, 2013, the landlord did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issue(s) to be Decided

Are the tenants entitled to a Monetary Order for return of the portion retained without authorization and must the amount be doubled as required by section 38(6) of the *Act*?

Background and Evidence

This tenancy began on September 1, 2012 and ended on May 1, 2013. Rent was \$1,600 per month and the landlord held a security deposit of \$800 paid in August 2012.

During the hearing, the attending tenant gave evidence that the landlord had returned \$600 of the damage deposit on May 4, 2013, but had retained \$200 for alleged damages with which the tenants disagreed.

The tenant stated that the landlord had not conducted joint move-in or move-out condition inspection reports and had not made application to claim against the deposits.

The tenant gave evidence that he had provided the landlord with the tenants' forwarding address in writing on May 13, 2013.

Analysis

Sections 24 and 36 of the *Act* extinguish the rights of a party to claim against a security deposit if they fail to meet the requirements to complete move-in and move-out condition inspection reports.

Section 38(1) of the *Act* allows a landlord 15 days from the latter of the end of the tenancy or receipt of the tenant's forwarding address to return security and pet damage deposits or file for dispute resolution to make claim against them unless the tenant has agreed otherwise in writing as per section 38(4).

Section 38(6) of the *Act* states that, if a landlord does not comply with section 38(1) of the *Act*, the landlord must pay the tenant double the amount of the deposits.

In the present matter, I find that the tenants are entitled to return of the contested portion of their security deposit and that the amount must be doubled.

In addition, I find that the tenants are entitled to recover their filing fee for this proceeding from the landlord.

Therefore, I find that the tenants are entitled to a Monetary Order calculated as follows:

Contested portion of security deposit (no interest due)	\$200.00
To double contest portion of security deposit	200.00
Filing fee	50.00
TOTAL	\$450.00

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for **\$450.00**, enforceable through the Provincial Court of British Columbia, for service on the landlord.

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 26, 2013

Residential Tenancy Branch

