



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC, RPO, FF

Introduction

The tenants apply to recover a security deposit doubled under s.38 of the *Residential Tenancy Act* (the “Act”) and to recover a bed frame or its value.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show, on a balance of probabilities, that the tenants are entitled to any of the relief requested?

Background and Evidence

The rental unit is a two bedroom suite located in basement of the landlord's residence. The tenancy started in June 2013 and ended August 31, 2013. The monthly rent was \$1000.00. The landlord received a \$500.00 security deposit. The tenants provided a forwarding address in writing August 15, 2013.

The tenants say they have not received back their deposit. The tenant Ms. L. says that on leaving she could not dismantle her bed frame so she left it until her father arrived September 2nd to help her take it apart and remove it. She says that the landlord refused to let them remove unless the tenants agreed to pay for a professional cleaner for the suite. She says she bought the bed frame on moving in and that its cost is \$222.88 including tax.

The tenant Ms. S. confirms Ms. L.'s evidence about the bed frame.

The landlord testified that he repaid the deposit and that the tenants did not leave any bed frame. He says that at the end of the tenancy he demanded the tenants give him back the original security deposit receipt he had provided in June. He says he then had the tenants sign that receipt as proof he returned the deposit and paid them cash. He testified that the tenant Ms. L. forgot some dishes but did not leave a bed frame.

Analysis

I find the landlord's version of events unlikely. The return of one of two "original" receipts, even signed by the tenants, is not proof of return of the deposit. The receipt is only proof that the landlord received the deposit. The tenants' signatures on the original security deposit receipt are legally meaningless.

The tenants are entitled return of their \$500.00 deposit. The landlord has not complied with the provisions of s.38 of the *Act* by either repaying the deposit or making application to keep it within fifteen days after the end of the tenancy and receipt of the forwarding address. As a result, the tenants are entitled to the doubling penalty under s.38. I award them \$1000.00 in that regard.

I consider it unlikely that the tenants together would concoct a story about a bed frame and go to the trouble of obtaining a quote for replacement of such an odd object unless they truly had left it at the premises. I find they did leave the bed frame and that the landlord has refused to give it up (though he could properly have demanded any storage fee incurred for keeping it after the end of the tenancy).

I consider that an order that the landlord return the bed frame would not be effective. Instead, I award the tenants its undisputed value of \$222.88.

Conclusion

The tenants are entitled to a monetary award totalling \$1222.88 plus the \$50.00 filing fee for this application. There will be a monetary order against the landlord in the amount of \$1272.88.

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: November 06, 2013

Residential Tenancy Branch

