



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Makola Housing  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD

### Introduction

This is an application for a monetary order for \$950.00 which represents double the security deposit.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Are the applicants entitled to return of their security deposit double?

### Background and Evidence

The applicants are requesting an order for return of their security deposit, and are asking for double stating that the landlords were given a forwarding address in writing by mail.

The landlords deny receiving a forwarding address in writing, and also stated that the tenants failed to participate in the moveout inspection, even after having been given a written notice for a date to do the inspection, and two Notices of Final Opportunity to Schedule a Condition Inspection.

The landlord testified that the initial written notice to do the inspection was hand delivered to the tenant, and the two Notices of Final Opportunity to Schedule a Condition Inspection were both posted on the tenant's door.

### Analysis

First of all it's my finding that the tenants have not met the burden of proving that a forwarding address in writing was ever given to the landlords. They claim that one was mailed by regular mail; however the landlord testified that they have not received any mail with a forwarding address.

Secondly it's my finding that the tenants failed to participate in the moveout inspection report as required by the act, even though the landlord took all the required steps to attempt schedule the inspection.

Section 36 of the residential tenancy act states:

**36** (1) The right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if

- (a) the landlord complied with section 35 (2) [*2 opportunities for inspection*], and
- (b) the tenant has not participated on either occasion.

Therefore it is my finding that the tenant's right to the return of the security deposit has been extinguished.

### Conclusion

This application is dismissed in full without leave to reapply.

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

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Residential Tenancy Branch