



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This was an application by the tenants for a monetary order for the return of their security deposit including double the deposit amount. The hearing was conducted by conference call. The tenants called in and participated in the hearing. The landlords did not attend, although they were served with the application and Notice of Hearing by registered mail, sent on October 1, 2013.

Issue(s) to be Decided

Are the tenants entitled to the return of their security deposit including double the amount?

Background and Evidence

The rental unit is a suite in a house in Vancouver. There is a written tenancy agreement, but a copy of the agreement was not submitted as evidence. The tenancy began in March 2013. Monthly rent was \$1,100.00 payable on first day of each month. The tenants paid a security deposit of \$550.00 at the start of the tenancy.

The tenants testified that they moved out of the rental unit on May 31, 2013 with the consent of the landlord. They participated in a move-out inspection with the landlord on that day. The tenants gave the landlord their forwarding address in writing at the time of the move-out inspection. The tenants said that the landlord completed an inspection form at the time of move-out, but it was written in Chinese characters and the tenants were not given a copy of the inspection report. The tenants said that no faults with the rental unit were noted by the landlords at the time of move-out, but after the tenants moved out the landlords raised some issues about the condition of the rental unit after apparently conducting a further inspection in the absence of the tenants.

The tenants did not agree to any deductions from their security deposit after they moved out of the rental unit. The landlords did not return the security deposit and they did not

file an application for dispute resolution to claim the deposit. The landlords have taken no steps to make a claim against the tenants since the tenants filed and served their application for dispute resolution to claim the deposit.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenants provided the landlord with their forwarding address in writing at the time of the move-out inspection on May 13, 2013, and based upon the registered mail records, I find that the tenants served the landlords with documents notifying the landlord of this application as required by the *Act*.

The tenants' security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenants' application and award them the sum of \$1,100.00. The tenants are entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,150.00 and I grant the tenants a monetary order against the landlord in the said amount. This order may be registered 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: January 02, 2014

Residential Tenancy Branch

