



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the tenants' application for a Monetary Order to recover double the security deposit and to recover the filing fee from the landlords for the cost of this application.

The tenants and landlords attended the conference call hearing and gave sworn testimony. The landlords and tenants provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All relevant evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Are the tenants entitled to recover double the security deposit?

Background and Evidence

The parties agree that this tenancy started on April 15, 2013 for a fixed term of six months. At the end of that term the parties signed a mutual agreement to end the tenancy on October 15, 2013. Rent for this unit was \$1,050.00 plus half the utilities. Rent was due on the 1st day of each month. The tenants paid a security deposit of \$525.00 prior to the start of the tenancy.

The tenants' testify that the landlords failed to return the security deposit in full and failed to file a claim to keep the security deposit within 15 days of receiving the tenants forwarding address in writing on October 14, 2013. This address along with the unit keys were left in the landlords' mailbox on that date.

The tenants seek to recover double the security deposit paid. The tenants testify that they did not give the landlords written permission to keep all or part of the security deposit and although the tenants agree that some of the blinds were damaged during the tenancy they landlords did not provide the tenants with an amount to deduct from the security deposit for this damage.

The landlords testify that they did not get written permission from the tenants to deduct the cost of the blinds from the security deposit however the tenants did give verbal permission upon which the landlords relied. The landlord offered to pay the balance to the tenants of the security deposit but the tenants declined and wanted the full deposit returned. The landlords have provided a quote for the blinds from an internet source in evidence. The landlords have also provided copies of the outstanding utilities used during the tenancy in evidence.

The tenants agree at the hearing that there are some outstanding utilities. The tenants y agree at this hearing that there is an amount owing of \$47.39 for gas and \$42.19 for Hydro. The tenants orally agree the landlords may deduct the amount of \$89.58 from their monetary claim for utilities. The tenants also orally agree at the hearing that the landlords may deduct a further amount for blinds that were damaged during the tenancy. The tenants refer to the landlords quotes provided in documentary evidence and agree the landlords may deduct \$260.00 from the tenants monetary award for three replacement blinds.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the **written** consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlords did receive the tenants forwarding address in writing on October 15, 2013 as stated at the hearing. As a result, the landlords had until October 30, 2013 to return the tenants' security deposit or apply for Dispute Resolution to make a claim against it. I find the landlords did not return the security deposit and have not filed an application for Dispute Resolution to keep the deposit. Therefore, I find that the tenants have established a claim for the return of double the security deposit of **\$1,050.00** pursuant to section 38(6)(b) of the *Act*.

The tenants are entitled to recover the **\$50.00** filing fee paid for this application pursuant to s. 72(1) of the *Act*.

However at the hearing the tenants have orally agreed that the amounts of **\$89.58** and **\$260.00** may be deducted from their monetary claim to cover the utilities used during the tenancy and for damage to the three blinds. I have therefore made the following deductions from the tenant's monetary award:

Double the security deposit	\$1,050.00
Filing fee	\$50.00
Less utilities	(-\$89.58)
Less cost of blinds	(-\$260.00)
Total amount due to the tenants	\$750.42

Conclusion

I HEREBY FIND in partial favor of the tenants' monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for \$750.42. The Order must be served on the respondents. Should the respondents fail to comply with the Order the Order may be enforced through the Provincial Court 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: March 04, 2014

Residential Tenancy Branch

