



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      Landlords: MNSD, MNDC, FF  
Tenant: MNSD, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution with both parties seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant only.

As both parties had filed Applications against each other, I am satisfied the landlord was sufficiently aware of this hearing and the call in procedures for the conference call. I also note that the landlord had provided a written response to the tenant's evidence for the tenant's Application for Dispute Resolution received by the landlord on March 7, 2014.

Based on the above, I find that the landlord has been sufficiently served with the documents pursuant Section 71 to the *Residential Tenancy Act (Act)*.

### Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for unpaid rent; for damage and cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 45, 67, and 72 of the *Act*.

It must also be decided if the tenant is entitled to a monetary order for the return of double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The tenant provided into evidence a copy of a tenancy agreement signed by the parties on August 4, 2013 for a 4 fixed term tenancy beginning on September 1, 2013 for a monthly rent of \$950.00 with a security deposit of \$475.00 paid.

The tenant submitted the tenancy ended when she vacated the rental unit on November 24, 2013. The tenant submitted into evidence a letter dated November 24, 2013 providing her reasons for vacating the rental unit and her forwarding address. The tenant testified that she handed this letter to her boyfriend who in turn handed it to the landlord as they were moving out of the rental unit. The tenant testified that she had provided her work address because she knew she would be staying with friends for a while and wanted the deposit returned to her work address.

### Analysis

In the absence of the landlords to present their claim I dismiss the landlord's Application for Dispute Resolution in its entirety without leave to reapply.

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

I accept the tenant's undisputed testimony that she provided the landlords with her forwarding address on November 24, 2014 in the letter written the same date. As such, I find the landlords had until December 9, 2013 to file an Application for Dispute Resolution to claim against the deposit or return it in full to the tenant to be compliant with Section 38(1).

While the landlords did submit an Application for Dispute Resolution to claim against the deposit, the Application was not submitted to the Residential Tenancy Branch until March 3, 2014. Therefore I find the landlords have failed to comply with Section 38(1) and the tenant is entitled to double the amount of the security deposit.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,000.00** comprised of \$950.00 double the security deposit and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlords. If the landlords fail to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: April 02, 2014

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Residential Tenancy Branch

