



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

MNSD

### 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.

One of the tenants, the tenants' representative and one of the landlords attended the conference call hearing. The tenant and landlord attending gave sworn testimony. The tenants did not provide any documentary evidence prior to the hearing. All testimony of the parties has been reviewed and has been considered in this decision.

### Issue(s) to be Decided

Are the tenants entitled to a Monetary Order for double the security deposit?

### Background and Evidence

The parties agree that this month to month tenancy started on July 01, 2012. Rent for this unit was \$700.00 per month due on the 1<sup>st</sup> of each month. The tenants paid a security deposit of \$350.00 on June 26, 2012.

The tenant attending testifies that the landlords were given written Notice to end the tenancy and the tenants vacated the rental unit on June 10, 2013. The landlords were sent a letter by regular mail on August 13, 2013 containing the tenants' forwarding address and request to return the security deposit. The tenant testifies that the landlords

failed to return the security deposit within 15 days; therefore the tenants seek to recover double the security deposit.

The landlord disputes the tenants claim that the tenants sent the landlords a letter on August 13, 2013 with the tenants' forwarding address. The landlord testifies that the only letters they have from the tenants are the two separate Notice letters from each tenant dated May 10, 2013. The landlord testifies that they have only received the tenants address on the tenants' application which is a 'care of (c/o)' address.

The tenant argues that the letter was sent to the landlords and faxed to the law centre on the same day.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. In this matter the tenants have the burden of proof and must show that the tenants sent the landlords their forwarding address in writing. When a tenant's testimony is contradicted by the landlords, the tenants will need to provide additional corroborating evidence to satisfy the burden of proof. In this instance I find the tenants have provided insufficient evidence to show that a letter was sent to the landlords containing their forwarding address in writing on August 13, 2013.

At the hearing the tenant stated that the address on the application for Dispute Resolution is the present forwarding address; therefore the landlord(s) are now considered to have received the forwarding address in writing as of today April 16, 2014. The landlords therefore have 15 days from today's date to either return the security deposit to the tenants or file an application for Dispute Resolution to keep all or part of the security deposit. If the landlords fail to do either of these things the tenants are at liberty to file a new application for Dispute Resolution after the 15 day deadline has passed.

Conclusion

The tenants' application is dismissed with 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: April 16, 2014

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Residential Tenancy Branch

