



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenants for a monetary order for the return of their security deposit.

Two of the tenants attended the teleconference hearing and gave evidence, however the landlord did not attend. The tenants gave evidence that they served the landlord with the Notice of a Dispute Resolution Hearing and Tenant's Application for Dispute Resolution by registered mail on February 6, 2014. I find the landlord was properly served.

Issue(s) to be Decided

Are the tenants entitled to a monetary order as claimed?

Background and Evidence

The tenants gave evidence that the tenancy started on approximately May 1, 2013 and ended on November 30, 2013. The tenants were obligated to pay rent of \$2,000.00 monthly in advance on the first day of the month. The tenants also paid a security deposit of \$1,000.00.

The tenants gave evidence that they provided their forwarding address to the landlord in writing on December 10, 2013 by personally handing it to the landlord. The tenants' evidence is that they did not receive their security deposit back.

Analysis

The process for the return of security deposits is set out in Section 38 of the Act. Pursuant to Section 38(1), the landlord must either repay the security deposit or apply

for dispute resolution to make a claim against the security deposit within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing (whichever is later). Alternatively, pursuant to Section 38(4)(a), a landlord may retain all or part of a security deposit if the tenant agrees in writing.

In this case, I find the tenancy ended on November 30, 2013 and the tenants provided their forwarding address to the landlord in writing on December 10, 2013. The landlord did not apply for dispute resolution to make a claim against the security deposit within 15 days of December 10, 2013. Also, the tenants did not agree in writing to the retention of any part of the security deposit. The landlord is therefore obligated to return the entire security deposit to the tenants.

According to Section 38(6), a landlord who fails to follow Section 38(1) must pay the tenant double the amount of the security deposit. In this case, the landlord failed to repay the tenants the amount of \$1,000.00 from their security deposit. The tenants are therefore entitled to an order for twice that amount, which is \$2,000.00. The tenants are also entitled to recover their RTB filing fee of \$50.00 from the landlord.

I grant the tenants an order under Section 67 for \$2,050.00. This order may be filed in Small Claims Court and enforced as an order of that Court. The tenants request that the **landlord's cheque or money order be made payable to "JG"**.

Conclusion

I grant the tenants a monetary order for \$2,050.00.

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: June 12, 2014

Residential Tenancy Branch