



# Dispute Resolution Services

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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 the security deposit and to recover the filing fee from the landlords for the cost of this application.

The tenant DR and landlord PS attended the conference call hearing and gave sworn testimony. The tenants provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. PS confirmed receipt of evidence. All 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 a Monetary Order to recover the security deposit?

### Background and Evidence

The parties in attendance agreed that this month to month tenancy started in November, 2007. Rent for this unit was \$650.00 per month and was due on the first day of each month in advance. The tenants paid a security deposit of \$300.00 on November 15, 2007. The tenancy ended on July 01, 2014.

DR testified that the landlords failed to return the security deposit within 15 days of receiving the tenants' forwarding address in writing. DR testified that the forwarding address was provided to the landlords on July 25, 2014 by mail. The tenants have provided a copy of the letter in documentary evidence. The tenants therefore seek to recover the security deposit from the landlords. DR testified that they waive their right to have the security deposit doubled and only seek to recover the original \$300.00 which was paid. DR testified that the landlords were not given written permission to keep all or part of the security deposit. DR testified that the landlord did not provide opportunity for the tenants to attend a move out condition inspection of the rental unit at the end of the tenancy.

PS agreed that they did receive the tenants' forwarding address in writing. PS testified that the tenants did not do a walkthrough of the rental unit with the landlords; however PS also agreed that the landlords did not give the tenants opportunity to attend a move out inspection of the unit at the end of the tenancy. PS testified that the tenants only taped the keys to the door and left the yard as a disaster zone and this is why the landlords did not return the security deposit.

### Analysis

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

Therefore, based on the above and the evidence presented I find that the landlords did receive the tenants' forwarding address in writing on July 30, 2014. As this was sent by

mail it is deemed to have been received five days later. As a result, the landlords had until August 14, 2014 to return all of the tenants' security deposit or file a claim to keep it. As the landlords failed to do so, the tenants have established a claim for the return of double the security deposit; however, at the hearing DR waived the tenants' right to the doubling provision. Consequently, I find the tenants are entitled to recover the security deposit of **\$300.00** plus accrued interest of **\$5.09**, pursuant to section 38(6)(b) of the *Act*.

The tenants are also entitled to recover the **\$50.00** filing fee from the landlords pursuant to s. 72(1) of the *Act*.

### Conclusion

I HEREBY FIND in favor of the tenants' monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$355.09**. The Order must be served on the Respondents and is enforceable 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 25, 2015

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Residential Tenancy Branch

