



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants for a monetary order for return of all or part of the pet damage deposit or security deposit; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlords for the cost of the application.

One of the tenants attended the hearing and represented the other tenant. However, despite being served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on March 8, 2015, no one for the landlords attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the tenant. The tenant testified that the landlords were served on that date and in that manner and orally provided a tracking number assigned by Canada Post. The tenant also testified that the address that the documents were sent to differs from the address of the landlords on the Tenancy Agreement because the landlords moved into the rental unit after the tenants had vacated, and the address of the rental unit is the address the documents were sent to. In the circumstances, I am satisfied that the landlords have been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Have the tenants established a monetary claim as against the landlords for return of all or double the amount of the security deposit?

Background and Evidence

The tenant testified that this fixed term tenancy began on December 1, 2013 and expired on December 1, 2014, then reverting to a month-to-month tenancy. The tenants moved out of the rental unit on December 20, 2014. Rent in the amount of \$1,500.00 per month was payable in advance on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$750.00 which is still held in trust by the landlords, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The tenant further testified that the landlords wanted the rental unit for their own use and provided the tenants with the last month of rent for free, as compensation under the *Act*. A move-in condition inspection report had been completed at the outset of the tenancy, and the parties had agreed to a date and time to conduct a move-out condition inspection report but the landlords didn't show up, so the tenants left the keys.

The tenant also testified that on January 19, 2015 she sent a text message to one of the landlords requesting return of the security deposit which contained a forwarding address, and also put it in writing and placed a copy under the landlord's door the same day. A copy of the note has been provided. The landlord replied by text message stating that the address had been received and the landlord would get back to the tenants. The landlord sent the tenant another text message on January 21, 2015 saying that the landlord would contact the tenant the next day, but didn't. On February 10, 2015 the landlord sent to the tenants an email listing damages claimed such as carpet cleaning, but did not provide any receipts. The tenant denies damages, and has not been served with an application for dispute resolution by the landlords claiming against the security deposit.

The tenants claim double the amount, or \$1,500.00 and recovery of the \$50.00 filing fee.

Analysis

The *Residential Tenancy Act* is clear with respect to security deposits and pet damage deposits collected by a landlord. A landlord has 15 days from the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to make a claim against the deposits or return them in full to a tenant. If the landlord fails to do either, the landlord must be ordered to repay the tenant double.

In this case, I am satisfied that the tenancy ended on December 20, 2014 and the landlords received the tenants' forwarding address in writing on January 19, 2015. One landlord responded with an email saying that there were damages, but did not serve the

tenants with an application for dispute resolution and did not return any portion of the security deposit to the tenants within that 15 day period. Therefore, I find that the tenants are entitled to double recovery, or \$1,500.00.

Since the tenants have been successful with the application, the tenants are also entitled to recovery of the \$50.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,550.00.

This order is final and binding and may be enforced.

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 14, 2015

Residential Tenancy Branch

