



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlords: MND, MNR, MNSD, MNDC, FF
Tenants: MNSD, FF

Introduction

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

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

The tenant testified each landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act* (Act) by registered mail on September 18, 2014 in accordance with Section 89. Section 90 of the Act deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the tenant, I find that each landlord has been sufficiently served with the documents pursuant to the Act.

In addition, the landlords had submitted their own Application for Dispute Resolution that was set as a cross Application to be heard with the tenant's Application. As such, I am satisfied the landlords were well aware of this hearing date and time; call in procedures; and the issues under dispute.

I note that the female tenant had named the landlord in her Application using the male landlord's first name as the last name of the respondent and the female landlord's first name as the first name of the respondent. At the hearing I clarified the correctly and have amended the tenant's Application for Dispute Resolution to reflect the correct names of both landlords.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for overholding; hydro; and damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the Act.

It must also be decided if the tenants are entitled to a monetary order for return of the security deposit and to recover the filing fee from the landlords for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the Act.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on June 10, 2014 for a month to month tenancy beginning on July 1, 2014 for the monthly rent of \$850.00 due on the 1st of each month with a security deposit of \$425.00 paid. The tenant testified the tenancy ended on July 21, 2014.

The female tenant submitted she provided their forwarding address to the landlord in writing on July 21, 2014 at the end of the tenancy.

Analysis

As the landlords failed to attend this hearing and present their claim I dismiss their 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.

Based on the undisputed testimony of the tenant I find the tenancy ended on July 21, 2014 and that the landlords received the tenant's forwarding address on the same date. As a result, the landlords had until August 5, 2015 to file an Application for Dispute Resolution claiming against the deposit. The landlords submitted their Application on October 16, 2014.

As such, I find the landlords have failed to comply with Section 38(1) and the tenant is therefore entitled to double the amount of the deposit pursuant to Section 38(6).

Conclusion

I find the tenants are entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$900.00** comprised of \$850.00 double the security deposit and the \$50.00 fee paid by the tenants for this application.

This order must be served on the landlords. If the landlords fail to comply with this order the tenants 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 23, 2015

Residential Tenancy Branch

