



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

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; and for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

Both tenants attended the hearing and were accompanied by a legal advocate, and one of the tenants gave affirmed testimony. One of the named landlords also attended, accompanied by an agent who also acted as interpreter for the landlord, who gave affirmed testimony.

The parties were given the opportunity to question each other respecting the evidence and testimony provided, all of which has been reviewed and is considered in this Decision.

No Issues with respect to service or delivery of documents or evidence were raised.

Issue(s) to be Decided

- Have the tenants established a monetary claim as against the landlords for return of the security deposit and pet damage deposit?
- Have the tenants established a monetary claim as against the landlords for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for double the amount of the security deposit and pet damage deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on November 1, 2007 and ended in September, 2014. Rent in the amount of \$750.00 per month was payable in advance on the 1st day of each month and there are no rental arrears. On November 1,

2007 the landlords collected a security deposit from the tenants in the amount of \$375.00 as well as a pet damage deposit in the amount of \$100.00, both of which are still held in trust by the landlords. No move-in or move-out condition inspection reports were completed, and there is no written tenancy agreement.

The tenant further testified that the landlord told the tenants to pack up their things and move out, so the tenants did so. The landlords wanted the house for themselves.

The tenant also testified that the tenants tried several times to give to the landlords a letter which contained the tenants' forwarding address but although the tenant could hear the landlords inside the landlords' home, they refused to answer the door. A copy of the letter has been provided which is dated January 13, 2015. The tenant sent the letter by certified mail on January 16, 2015 and the tenant was told by the post office personnel that it would be delivered the next day.

The landlords have not returned any part of the security deposit or pet damage deposit and the tenants have not been served with an application for dispute resolution by the landlords claiming against either deposit. The landlords have also received the tenants' forwarding address in the Tenant's Application for Dispute Resolution and evidence provided for this hearing. The tenants claim double the amount, or \$950.00.

The landlord testified through his interpreter that the tenant is mistaken about a number of issues. The tenancy began on July 1, 2011. The landlords received the tenants' notice to end the tenancy, and then received the tenants' letter containing the forwarding address after the tenants personally handed it to another family member of the landlord in January, 2015.

The landlord also denies telling the tenants that they had to move out; they wanted to move out.

The tenants left damages in the rental unit, such as a broken toilet seat and shower glass door. The landlords also gave the tenants loans for groceries or whatever they needed which have accumulated to \$110.00, which has not been returned. When the tenants were not successful in receiving loans from the landlords, the tenants threatened to move out.

The landlords did not make an application for dispute resolution claiming against either deposit.

Analysis

The *Residential Tenancy Act* is clear with respect to deposits held by a landlord. A landlord must return a security deposit and a pet damage deposit in full to a tenant 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, or must make an application for dispute resolution claiming against the deposits within that 15 day period. If the landlord fails to do either, the landlord must return double the amount to the tenant.

In this case, the landlord does not deny collecting the security deposit and pet damage deposit, and does not deny receiving the tenants' forwarding address in writing in January, 2015. The landlords did not return any portion of the deposits and did not make an application for dispute resolution claiming against them. Therefore, I find that the tenants have established a monetary claim for double the amounts, or \$950.00.

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 \$950.00.

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: June 16, 2015

Residential Tenancy Branch

