



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, OLC

Introduction

This is an application brought by the tenant(s) requesting a monetary order in the amount of \$1028.94

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issues are whether or not the tenants have established monetary claim against the landlords for return of rent, return of security deposit, cost of photographs, and return of the filing fee.

Background and Evidence

This tenancy began on April 1, 2014 with a monthly rent of \$650.00 and a security deposit of \$325.00 had been paid on January 6, 2014.

The tenants vacated the rental unit on October 30, 2014 and the landlords were given a forwarding address in writing on that date.

The tenants believe that the landlord should reimburse the full October 2014 rent, because the landlord change the lock on the mailbox two days before the end of their tenancy causing them great inconvenience. The tenants further stated that they had moved the majority of their belongings out of the rental unit but had still plan to return to recover mail and to finish cleaning the unit.

The tenants further stated that the landlord said the mailbox locks had been changed because someone had attempted to break into the mailboxes; however they took photos of the mailboxes to show that they did not appear to have been tampered with. That is why they are also asking for the cost of the photo evidence.

The tenants are further requesting return of double her security deposit because the landlord did not return the deposit until November 25, 2014, even though the landlord had their forwarding address in writing on October 30, 2014.

The landlord stated that the security deposit was not returned until 25 November 2014 because they had some concerns about some financial issues that were dealt with by the tenants when the tenants were acting as the building managers. The landlord further stated that he wrote of the cheque for the security deposit on November 10, 2014, however he does not know when it was mailed to his manager. The landlord does agree that his manager gave it to the tenants on November 25, 2014.

The landlord further argued that he did not have to return the security deposit until January 2015 as that was the expiry date of the lease, plus the tenants had failed to give a proper Notice to End Tenancy.

Analysis

Is my decision that I will not allow the claim for return of one month rent simply because the landlord's changed the locks on the mailbox a couple of days before the end of the tenancy, especially since the tenants admit that they had removed the majority of their belongings. This therefore may have been an inconvenience but the tenants did not suffer a significant loss of use of the rental unit.

I also deny the claim for the photo evidence because the Residential Tenancy Act does not give me the authority to award costs other than the filing fee, and photo evidence is a cost of the dispute resolution process.

I will however allow the claim for return of the security deposit. Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security

deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

As stated above, the landlord has argued that he did not have to return the security deposit until January 2015 as that was the expiry date of the lease, plus the tenants had failed to give a proper Notice to End Tenancy; however the landlord's arguments are incorrect..

Section 38 of the Residential Tenancy Act states:

38(1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Therefore the landlord was required to return the security deposit within 15 days of the date that the tenancy ends and section 44(1)(d) of the Residential Tenancy Act states:

44(1) A tenancy ends only if one or more of the following applies:

(d) the tenant vacates or abandons the rental unit;

Therefore this tenancy ended on October 30, 2014 when the tenants vacated the rental unit.

The landlord had a forwarding address in writing by October 30, 2014 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

The tenants deposit was not returned until November 25, 2014, six days past the 15 day limit.

Therefore the landlord must pay double the amount of the security deposit to the tenants.

The tenants paid a deposit of \$325.00 and therefore I Order that the landlord must pay \$650.00 to the tenants.

I further Order that the landlords bear the \$50.00 cost of the filing fee.

Conclusion

I have issued a monetary order for the landlord's to pay \$700.00 to the tenants.

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 08, 2015

Residential Tenancy Branch

