



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This hearing concerns an application by the tenants for a monetary order reflecting the return of the security deposit. Both tenants attended and gave affirmed testimony. The landlord did not appear.

The tenants testified that the application for dispute resolution and the notice of hearing (the "hearing package") was served by way of Xpresspost. Evidence submitted by the tenants includes the Canada Post tracking numbers for the Xpresspost, and the Canada Post website informs that the item was "successfully delivered" on May 04, 2015. Based on the documentary evidence and the affirmed / undisputed testimony of the tenants, I find that the landlord has been served in compliance with section 89 of the Act which addresses **Special rules for certain documents**.

Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on February 01, 2014. Monthly rent of \$1,700.00 was due and payable in advance on the first day of each month. A move-in condition inspection report was not completed.

There are 2 tenants named on the original tenancy agreement: "AB" and "GC." Tenant "AB" vacated the unit in August 2014, and tenant "CM" moved into the unit with tenant "GC." Tenants "GC" and "CM" are the applicants in this dispute.

At the start of tenancy, tenant "GC" paid a security deposit of \$425.00. At the start of tenancy, tenant "AB" also paid a security deposit of \$425.00. When tenant "AB" vacated the unit in August 2014, the security deposit paid by "AB" continued to be held in trust by the landlord for tenant "CM." Tenant "CM" testified that he reimbursed tenant "AB" for the security deposit that had originally been paid by tenant "AB."

Tenants "GC" and "CM" vacated the unit on March 31, 2015. While a move-out condition inspection was conducted with the participation of both parties, a move-out condition inspection report was not completed.

By email dated April 02, 2015, the tenants provided the landlord with a forwarding address for the purposes of repayment of the full security deposit. The tenants also testified that the forwarding address was provided to the landlord in letter form. However, to date, no portion of the security deposit has been repaid to the tenants.

During the hearing the tenants testified that they did not wish to waive their entitlement to the double return of the security deposit in the event that such an entitlement is established under the Act.

Analysis

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit / pet damage deposit, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit / pet damage deposit, and must pay the tenant double the amount of the security deposit / pet damage deposit.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenants, I find that the landlord has neither repaid the security deposit, nor filed an application to retain it within 15 days after being informed by the tenants of their forwarding address for this purpose on April 02, 2015. Accordingly, I find that the tenants have established entitlement to the double return of the security deposit in the total amount of \$1,700.00 [(2 x \$425.00) + (2 x \$425.00)].

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of tenant "GC" in the amount of **\$850.00** (2 x \$425.00), and in favour of tenant "CM" in the amount of **\$850.00** (2 x \$425.00). Should it be necessary, these orders may be served on the landlord, filed in the Small Claims Court and 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: October 05, 2015

Residential Tenancy Branch

