



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the tenants' application for a Monetary Order to recover double the security deposit; other issues; and to recover the filing fee from the landlord for the cost of this application.

One of the tenants and one of the landlords attended the conference call hearing and gave sworn testimony. The parties provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order to recover double the security deposit?

Background and Evidence

The parties agreed that this tenancy started on September 01, 2014 for a fixed term period ending on March 01, 2015. The tenancy ended on February 28, 2015. Rent for this unit was \$725.00 per month and was due on the first day of each month in advance. The tenants paid a security deposit of \$362.50 on August 31, 2014.

The tenant attending testified that the landlord failed to return the security deposit within 15 days of receiving the tenants' forwarding address in writing. The tenant testified that the forwarding address was provided to the landlord's wife on May 05, 2015. The tenant testified that the landlord was looking out of the window and saw the tenant give the letter to his wife and the landlord's wife signed and dated the letter. A copy of this letter has been provided in documentary evidence.

The tenant testified that the landlord was not given written permission to keep all or part of the security deposit. As the landlord as not returned the security deposit the tenant seeks to recover double the security deposit from the landlord.

The landlord at first testified that he did not receive the tenants' forwarding address in writing until May 29, 2015; the landlord later agreed that he did receive the tenant's forwarding address in writing on May 05, 2015. The landlord agreed the tenants did not provide written permission for the landlord to keep all or part of the security deposit and testified that he kept the security deposit due to damages to the unit and due to late notice being received from the tenants to end the tenancy. The landlord testified that he wrote to the tenant concerning the reason why he was not returning their security deposit and attempted to contact the tenant but she would not return the landlord's calls.

Analysis

Section 38(1) of the *Residential Tenancy Act (Act)* says that a landlord has 15 days from the end of the tenancy or from the date that the landlord receives the tenant's forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If the landlord does not do either of these things and does not have the written consent of the tenants to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenants.

Therefore, based on the above and the evidence presented I find that the landlord did receive the tenants' forwarding address in writing on May 05, 2015. As a result, the landlord had until May 20, 2015 to return all of the tenant's security deposit or file a claim to keep it. As the landlord failed to do so, the tenant has established a claim for the return of double the security deposit to an amount of **\$725.00**, pursuant to section 38(6)(b) of the *Act*. There has been no accrued interest on the security deposit for the term of the tenancy.

The tenants are also entitled to recover the **\$50.00** filing fee from the landlord pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY FIND in favor of the tenants' monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$775.00**. The Order must be served on the landlords. If the landlords fail to comply with the Order, the Order is enforceable through the Provincial Court 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: November 03, 2015

Residential Tenancy Branch

