



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STRATON VENTURES LTD. & WL RENTALS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Tenants for the return of a security deposit, for compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Tenant said he served the Landlords with the Application and Notices of Hearing (the “hearing package”) by registered mail on July 3, 2015. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlords’ absences.

Issues(s) to be Decided

1. Are the Tenants entitled to the return of the security deposit?
2. Is there a loss or damage to the Tenants and if so how much?
3. Are the Tenants entitled to compensation for loss or damage and if so how much?

Background and Evidence

This tenancy started on July 1, 2014 as a three month fixed term tenancy and then continued on a month to month basis. Rent was \$1,650.00 per month payable in advance of the 1st day of each month. The Tenants paid a security deposit of \$1,650.00 at the start of the tenancy.

The Tenant said that they gave the Landlords proper notice on April 30, 2015 to end the tenancy on May 31, 2015. The Tenant said they move out on May 31, 2015 and did a move out condition inspection report on June 1, 2015. The Landlord’s agent who did the move out inspection told the Tenant the unit was clean and they would get their security deposit returned. The Tenant said they have not received the security deposit and now he is applying for double the deposit in the amount of 2 X \$1,650.00 = \$3,300.00.

The Tenant also requested to recover the filing fee of \$50.00 if they were successful.

Analysis

Section 38 (1) says that 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.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) **may not make a claim against the security deposit or any pet damage deposit, and**
- (b) **must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.**

I accept the Tenant's testimony that he gave the Landlord a forwarding address in writing on June 1, 2015. The Landlord did not repay security deposit to the Tenants within 15 days of the end of the tenancy or 15 days after receiving the Tenants' forwarding address in writing, nor did the Landlord apply for dispute resolution by June 15, 2015. Consequently I find for the Tenant and grant an order for double the security deposit of \$1,650.00 in the amount of $\$1,650.00 \times 2 = \$3,300.00$.

As the Tenants were successful in this matter I also order the Tenants to recover the filing fee of \$50.00 from the Landlord; pursuant to section 38 and 67 a monetary order for \$3,350.00 has been issued to the Tenants. This monetary order represents double the security deposit in the amount of \$3,300.00 and the filing fee of \$50.00.

Conclusion

I find in favour of the Tenants' monetary claim. Pursuant to sections 38 and 67 of the Act, I grant a Monetary Order for \$3,350.00 to the Tenants. The order must be served on the Respondents and is enforceable through the Provincial Court of British Columbia (small claims 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: December 01, 2015

Residential Tenancy Branch

