



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

This is an application brought by the tenant(s) requesting a Monetary Order in the amount of \$1300.00, and recovery of their \$50.00 filing fee.

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 issue is whether or not the applicants have established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The parties agree that a security deposit of \$700.00 was paid at the beginning of the tenancy in 2011.

Parties also agree that the landlord has a decision from a previous arbitration allowing her to keep \$50.00 of the security deposit.

The tenants testified that the landlord has failed to return the remainder of the security deposit, even though a forwarding address was given to the landlords agent, in writing,

on the date of the moveout inspection on September 15, 2015, and it was written right on the moveout inspection report.

The tenants are therefore requesting an Order for return of double the \$650.00 remainder of their security deposit for a total of \$1300.00 and are requesting recovery of their \$50.00 filing fee.

The landlord testified that her agent did receive a forwarding address in writing from the tenants on the date of the moveout inspection, however the agent neglected to forward the address to her, and therefore she did not apply for dispute resolution within the required timeframe.

During today's hearing the landlord offered to settle with the tenants, however the tenants did not wish to enter into a settlement agreement, and therefore the landlord has stated that she will be filing a damages claim against the tenants.

Analysis

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.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on September 15, 2015 and the landlord's agent had a forwarding address in writing by September 15, 2015, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

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

The tenants paid a deposit of \$700.00; however the landlord already has an Order allowing her to keep \$50.00 of the deposit, and therefore the landlord must pay double \$650.00 remaining amount for a total of \$1300.00.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

Pursuant to sections 38, 67, and 72 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$1350.00.

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: April 26, 2016

Residential Tenancy Branch