



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both tenants and both landlords.

### Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to a monetary order for return of the security deposit and to recover the filing fee from the landlords for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agreed the tenancy began on September 1, 2015 as a 4 month fixed term tenancy for the monthly rent of \$2,100.00 due on the 1<sup>st</sup> of each month with a security deposit of \$1,050.00 paid. The parties further agreed that the tenancy was extended but there was dispute between them as to the terms of that extension.

The parties agreed the tenants vacated the rental unit on or before February 29, 2016 and returned the keys on March 1, 2016. The parties agreed the tenants provided their forwarding address to the landlords on March 17, 2016 personally.

The landlords submitted that they have filed an Application for Dispute Resolution seeking a monetary order and to retain the security deposit and that they have a hearing scheduled for February 2017. The landlords could not confirm the date that they filed that Application – I confirmed via Residential Tenancy Branch (RTB) electronic records that the landlord's Application was received by the RTB on August 11, 2016.

### Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the testimony of both parties I find the tenancy ended on March 1, 2016 and that the tenants provided their forwarding address to the landlord on March 17, 2016. As such, I find the landlords were required to either return the deposit to the tenants or file an Application for Dispute Resolution no later than April 1, 2016.

As the landlords did not file their Application for Dispute Resolution seeking to claim against the security deposit until August 11, 2016 I find the landlords have failed to comply with their obligations under Section 38(1). As a result, I find the tenants are entitled to double the amount of the security deposit, pursuant to Section 38(6).

### Conclusion

I find the tenants are entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$2,200.00** comprised of \$2,100.00 double the amount of the security deposit and the \$100.00 fee paid by the tenants for this Application.

This order must be served on each of the landlords. If the landlords fail to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be 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: August 24, 2016

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Residential Tenancy Branch

