



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlords: MND, MNR, FF
Tenants: MNSD

Introduction

This hearing dealt with cross Applications for Dispute Resolution with both parties seeking monetary orders.

The hearing was conducted via teleconference and was attended by the tenants and their advocate.

This hearing was originally scheduled in response to the tenants' Application for Dispute Resolution submitted on January 29, 2016. The landlords' submitted an Application for Dispute Resolution by Direct Request on February 2, 2016.

The landlords were advised that their Application did not meet the requirement for processing through the Direct Request process and that the landlords should submit an Application for Dispute Resolution that would be crossed with the tenants Application and heard at the same time. The landlords submitted their Application on February 10, 2016.

As such, I find the landlords were aware of this hearing; the call in procedures; and the issues being adjudicated to proceed in their absence.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for unpaid rent; for compensation for damage to the residential property; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenants are entitled to a monetary order for double the amount of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The tenants submitted the tenancy began on October 1, 2015 as a month to month tenancy for the monthly rent of \$700.00 due on the 1st of each month with a security deposit of \$350.00 paid.

The tenants testified that the tenancy ended when they vacated the unit on December 31, 2015. They also stated that they provided their forwarding address to the landlords on January 5, 2016 in writing.

Analysis

In the absence of the applicant landlords I dismiss the landlords' Application for Dispute Resolution in its entirety without leave to reapply.

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 undisputed testimony of the tenants I find the tenancy ended on December 31, 2015 and that the tenants provided the landlords with their forwarding address on January 5, 2015.

As such, I find the landlords had until January 20, 2016 to file their Application for Dispute Resolution seeking to claim the security deposit to be compliant with Section 38(1). As the landlords' Application was received on February 10, 2016 I find the landlords have failed to comply with their obligations under Section 38(1) and the tenants are entitled to double the amount of the deposit, pursuant to Section 38(6).

Conclusion

I find the tenants are entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$700.00** comprised of double the amount of the security deposit.

This order must be served on 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: September 16, 2016

Residential Tenancy Branch