



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for double the amount of the security deposit.

The tenant and one of the named landlords attended the hearing and the landlord also represented the other named landlord. The parties each gave affirmed testimony and were given the opportunity to question each other. No issues with respect to service or delivery of documents or evidence were raised.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlords for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on September 1, 2016 and ended on November 30, 2016. Rent in the amount of \$800.00 per month was payable on the 1st day of each month and there are no rental arrears. The rental unit is a manufactured home on the property of the landlords, and no written tenancy agreement exists.

The tenant further testified that on August 17, 2016 the landlords collected a security deposit from the tenant in the amount of \$400.00, and a copy of a receipt has been provided.

Prior to vacating the rental unit the tenant gave the landlords a letter which contained a forwarding address of the tenant requesting return of the security deposit. A copy has been provided and it is dated November 21, 2016. The landlords were not home at the time so the tenant placed the letter in a cooler by the landlords' front door and texted one of the landlords to advise that the letter was there, but received no response.

The landlords tacked a 2-page letter to the door of the rental unit, a copy of which has also been provided. It is dated November 24, 2016 and requests a move-out condition inspection and setting out conditions for the return of the deposit.

The landlords have not returned any portion of the security deposit and have not served the tenant with an application for dispute resolution claiming against it, and the tenant claims double the amount.

The landlord testified that she called the Residential Tenancy Branch and was not told that she had to file an application for dispute resolution but needed to file evidence to support the landlords' decision to

not return the security deposit and provide the evidence to the tenant. The landlords have provided evidentiary material for this hearing and provided same to the tenant.

The landlord agrees that there was no written tenancy agreement and no move-in condition inspection report, however the parties walked through the rental unit twice before the tenant moved in.

The landlord also agrees that the tenancy ended on November 30, 2016 and the landlords received the tenant's forwarding address in writing on November 21, 2016.

Analysis

The *Residential Tenancy Act* requires a landlord to return a security deposit and any pet damage deposit to a tenant in full within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or must make an application for dispute resolution claiming against the deposit(s) within that 15 day period. If the landlord does neither, the landlord must repay the tenant double the amount(s).

In this case, the parties agree that the tenancy ended on November 30, 2016 and that the landlords received the tenant's forwarding address in writing on November 21, 2016. I find that the landlords had until December 15, 2016 to return the security deposit to the tenant or make an application for dispute resolution claiming against it. The parties agree that the landlords did neither, and therefore I find that the landlords must repay the tenant double, or \$800.00.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$800.00.

This order is final and binding and may be enforced.

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: February 21, 2017

Residential Tenancy Branch