



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking a monetary order for return of the security deposit and to recover the filing fee from the landlord for the cost of the application.

The landlord and one of the tenants attended the hearing, and also represented the other tenant. The landlord and the tenant each gave affirmed testimony and were given the opportunity to question each other and give closing submissions. The tenant was accompanied by her father, who did not testify or take part in the proceedings.

No issues with respect to service or delivery of documents or evidence were raised by the parties, and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Have the tenants established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this fixed term tenancy began on November 1, 2015 and expired on November 1, 2016 thereafter reverting to a month-to-month tenancy which ultimately ended on January 1, 2017. Rent in the amount of \$1,300.00 per month was payable on the 1st day of each month and there are no rental arrears. The rental unit is a townhouse within a complex, and the landlord does not reside on the property. No move-in or move-out condition inspection reports were completed by the parties. A copy of the tenancy agreement has been provided.

Prior to the beginning of the tenancy the landlord collected a security deposit from the tenants in the amount of \$650.00 which is still held in trust by the landlord and no pet damage deposit was collected. The tenant further testified that on January 4, 2017 the tenant sent an email to the landlord requesting return of the security deposit and giving a forwarding address to send it to. A copy has been provided for this hearing. The landlord did not respond. The tenant sent a text message to the landlord 15 days later and the landlord responded saying that utilities are owing and the landlord would not be returning the security deposit.

The landlord has not returned any portion of the security deposit and has not served the tenants with an application for dispute resolution claiming against it.

The landlord testified that the rent was \$1,300.00 per month in addition to utilities, as invoiced by the landlord, within 25 days, and the landlord fell behind on invoicing.

The tenants did not leave the rental unit reasonably clean at the end of the tenancy and the landlord had to hire a professional carpet cleaner due to a pet. Other areas of the rental home were not cleaned by the tenants.

The landlord further testified that he received the tenants' forwarding address in writing in the tenant's email on January 4, 2017.

Analysis

The *Residential Tenancy Act* states that a landlord must either repay a security deposit in full to a tenant or make an application for dispute resolution claiming against it 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. If the landlord does neither, the landlord must repay the tenant double the amount.

In this case, the parties agree that the tenancy ended on January 1, 2017 and the landlord testified that he received the tenants' forwarding address in writing on January 4, 2017 in the email of the tenant. The landlord has not repaid any of the security deposit and has not made an application for dispute resolution claiming against it, and 15 days have well passed. Therefore, I find that the landlord must repay the tenants double the amount, or \$1,300.00.

Since the tenants have been successful with the application the tenants are also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,400.00.

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: March 31, 2017

Residential Tenancy Branch