



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 in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for the return of the security deposit and to recover the fee for filing this Application for Dispute Resolution.

The female Tenant stated that on May 17, 2017 the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenants submitted with the Application were sent to each Landlord, via registered mail, at the service address noted on the Application. The Tenants submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Landlords did not appear at the hearing.

Issue(s) to be Decided:

Are the Tenants entitled to the return of security deposit?

Background and Evidence:

The female Tenant stated that:

- a security deposit of \$425.00 was paid;
- this tenancy ended on March 30, 2017;
- the Tenants provided a forwarding address, in writing, on February 28, 2017;
- the Tenants provided that forwarding address by posting it on the door of the Landlord's residence in the document they relied upon to end their tenancy;
- the Tenants again provided the Landlords with a forwarding address, via text message, on March 30, 2017;
- the Landlords did not respond to the text message of March 30, 2017;
- the Tenants again provided the Landlords with a forwarding address, via text message, on April 18, 2017;
- the Landlords responded to the text message of April 18, 2017;
- the Tenants did not authorize the Landlords to retain any portion of the security deposit;
- the Landlords did not return any portion of the security deposit; and
- the Landlords did not file an Application for Dispute Resolution claiming against the security deposit.

Analysis:

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits.

On the basis of the undisputed evidence I find that the Landlords failed to comply with section 38(1) of the *Act*, as the Landlords have not repaid the security deposit or filed an Application for Dispute Resolution and more than 15 days has passed since the tenancy ended on March 30, 2017 and the forwarding address was provided on February 28, 2017.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlords did not comply with section 38(1) of the *Act*, I find that the Landlords must pay the Tenants double the security deposit.

I find that the Tenants' Application for Dispute Resolution has merit and that the Tenants are entitled to recover the fee paid to file this Application.

Conclusion:

The Tenants have established a monetary claim of \$1,050.00, which includes double the security deposit of \$425.00 and \$100.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlords do not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and 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: October 24, 2017

Residential Tenancy Branch