



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

The tenant applies for a recovery of rent and her security deposit.

Neither of the respondent landlords attended for the hearing within fifteen minutes after its scheduled start time at 1:30 p.m. on January 7, 2019. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the tenant, her witness Mr. K. and this arbitrator were the only ones who had called into this teleconference during that period.

The tenant testifies that both landlords were served in person by her on September 21, 2018 at their residence in the upper portion of the home at this address. The landlords have filed material in this matter, corroborating the fact that they were served.

By a settlement reached in an earlier dispute proceeding between these same parties, the tenant was entitled to vacate the rental unit on fourteen days notice and any rent would be pro rated accordingly. She gave that notice in August 2018 with an effective end date of August 27. She testifies that on August 25 or 26 the landlords changed the lock on her door. She returned the key on the 27th.

I award the tenant recovery of six days rent back from the August rent she paid; the amount of \$288.39, as claimed.

The tenant seeks recovery of double her \$725.00 security deposit. She testifies that she provided the landlords with her forwarding address in writing at the move out inspection in late August.

Section 38 of the *Residential Tenancy Act* provides that once a tenancy has ended and once a tenant has provided a forwarding address in writing, a landlord has fifteen days to either repay the deposit money to the tenant or to make an application against the tenant to retain all or a portion of it.

The landlords have not made an application against the deposit money and more than fifteen days have passed. The tenant is entitled to recovery double the deposit and I award her \$1450.00 as claimed.

In result the tenant is entitled to a monetary award of \$1738.39 plus recovery of the \$100.00 filing fee for this application. She will have a monetary order against the landlords in the \$1838.39.

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: January 07, 2019

Residential Tenancy Branch