



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FFT

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 or pet damage deposit and to recover the filing fee from the landlords for the cost of the application.

One of the tenants attended the hearing, gave affirmed testimony, and also represented the other tenant. One of the landlords also attended, gave affirmed testimony and represented the other landlord. The parties were given the opportunity to question each other and give submissions.

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

Issue(s) to be Decided

Have the tenants established a monetary claim as against the landlords for return of the security deposit?

Background and Evidence

The tenant testified that this fixed term tenancy began on August 1, 2016 and reverted to a month-to-month tenancy after July 31, 2017. The tenants vacated the rental unit on February 23, 2019. Rent in the amount of \$1,250.00 per month was payable on the 1st day of each month, and there are no rental arrears to the end of February. On June 22, 2016 the landlords collected a security deposit from the tenants in the amount of \$625.00 which is still held in trust by the landlords. A copy of the tenancy agreement

has been provided as evidence for this hearing, which specifies a pet damage deposit in the amount of \$625.00, but that was not collected by the landlords.

The tenant further testified that the tenant provided a letter dated March 6, 2019 to the landlords which contained the tenants' forwarding address. The tenant had a friend deliver it to the landlord, and it was placed in the mailbox on March 7. The tenant believes it was received by the landlords on March 8, 2019. A copy has been provided for this hearing.

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 letter containing the tenants' forwarding address was actually placed in a mailbox next door to the rental unit, and the landlords do not reside there. However, the landlord received it on March 8, 2019.

The landlord attempted to return \$430.50 of the security deposit to the tenants by e-transfer on March 1, 2019 but was given an incorrect email address and it timed-out after 30 days and was not received by the tenants. The landlord had also notified the tenants that she was waiting for an Invoice from a cleaner.

The landlords have been good to the tenants and were disappointed that the tenant advised she would be applying for Arbitration. The landlord was not aware that she needed to make an Application for Dispute Resolution to keep a portion of the security deposit, and believed that either party could file a dispute and this hearing would determine whether or not the landlords could retain any portion of the security deposit.

The rental unit was re-rented for the first week of March, 2019.

Analysis

The *Residential Tenancy Act* states that a landlord must return a security deposit or 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 fails to do either, the landlord must repay double the amount.

In this case, I find that the tenancy ended on February 28, 2019 and the landlords received the tenants' forwarding address in writing, according to the landlord's own

testimony, on March 8, 2019. The landlords did not return the security deposit or make an Application for Dispute Resolution within 15 days of March 8, 2019. Therefore, I must order the landlords pay double, or \$1,250.00.

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 landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,350.00.

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: May 24, 2019

Residential Tenancy Branch