



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

On August 24, 2019, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for the Landlord to return of all or part of the pet damage deposit or security deposit, and to recover the filing fee for the Application.

The matter was scheduled as a teleconference hearing. The Tenants and Landlords attended the hearing. The hearing process was explained, and the parties were asked if they had any questions. The parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Are the Tenants entitled to the return of double the security deposit?
- Are the Tenants entitled to recover the cost of the filing fee?

### Background and Evidence

The Tenants and Landlords testified that the tenancy began in July 2017 and ended on June 30, 2019. Rent in the amount of \$2,000.00 was due to be paid to the Landlord each month. The Tenants paid the Landlord a security deposit of \$1,850.00.

The Tenants testified that the Landlord did not return the full amount of the security deposit to them after the tenancy ended. The Tenants testified that the Landlord returned the amount of \$827.71 to them on July 15, 2019.

The Tenants testified that there was no written agreement that the Landlord could retain any amount from the security deposit.

The Tenants testified that they provided the Landlord with their forwarding address at the end of the tenancy and again in writing using registered mail sent to the Landlord on August 6, 2019. The Tenants provided a copy of the registered mail receipt.

The Tenants are requesting a monetary order in the amount of \$3,700.00.

In reply, the Landlords provided affirmed testimony that they returned the amount of \$827.71 to the Tenants by sending a cheque to the address they received from the Tenants at the end of the tenancy.

The Landlords testified that they did not have a written agreement authorizing them to withhold an amount from the security deposit.

The Landlords testified that they believe the Tenants are responsible for unpaid utility bills and for damage to a dishwasher, so the Landlord withheld an amount to cover these costs.

### Analysis

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

Section 38 (1) of the Act states 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 repay any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Section 38 (6) of the Act provides that if a landlord does not comply with subsection (1), the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I find that the Tenants provided their forwarding address to the Landlords at the end of the tenancy. I find that there was no written agreement from the Tenants authorizing the Landlords to retain an amount from the security deposit. The Landlords did not apply for dispute resolution within 15 days of receiving the Tenants' forwarding address.

I find that the Landlord's breached section 38 of the Act. Pursuant to section 38(6) of the Act, the Landlords must pay the Tenants double the amount of the security deposit.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution.

I order the Landlords to pay the Tenants the amount of \$3,800.00.

After deducting the amount of \$827.71 that the Landlord returned on July 15, 2019 from the award of \$3,800.00, I find that the Landlords owe the Tenants the balance of \$2,972.29.

I grant the Tenants a monetary order in the amount of \$2,972.29. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlords are cautioned that costs of such enforcement are recoverable from the Landlord.

### Conclusion

The Landlords failed to return the security deposit to the Tenants in accordance with the legislation.

The Tenants are granted double the amount of the security deposit and recovery of the filing fee. I grant the Tenants a monetary order in the amount of \$2,972.29.

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: December 30, 2019

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Residential Tenancy Branch