



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0928874 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FFT

Introduction

This hearing was convened as a result of the tenants' application for dispute resolution under the Residential Tenancy Act (Act). The tenants applied for an order for the return of their security deposit and for recovery of the filing fee paid for this application.

The tenants attended the telephone conference call hearing; the landlord did not attend.

The tenants said that they served the landlord with their Application for Dispute Resolution and Notice of Hearing by registered mail on September 21, 2019. The tenants submitted a copy of the registered mail envelope which was sent to landlord AN, which was returned to the tenants. The tenants submitted that they used the address listed for service on the landlord on the written tenancy agreement.

The registered mail tracking number is listed on the style of cause page of this decision.

Based upon the submissions of the tenants, I accept the landlord was sufficiently served notice of this hearing and the tenants' application in a manner complying with section 89(1) of the Act and the hearing proceeded in the landlord's absence.

The hearing process was explained to the tenants. Thereafter, the tenants were provided the opportunity to present their evidence orally and to refer to relevant evidence submitted prior to the hearing and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary Issue -

The tenants listed only the BC limited corporation as a landlord in their application. I however, find it appropriate to amend the tenants' application to additionally include the individual listed above, AN, as a landlord. I have amended the tenants' application as both the BC limited corporation and AN were listed as landlords on the written tenancy agreement and the registered mail envelope for service of the hearing documents shows AN was served notice of this hearing.

Issue(s) to be Decided

Are the tenants entitled to the return of their security deposit and to recovery of the filing fee paid for this application?

Background and Evidence

The tenants said that this tenancy began in July 2018, ended on or about July 1, 2019, and that they paid a security deposit of \$1,500.00 at the beginning of the tenancy.

The tenants said they provided their forwarding address to the landlord by telephone shortly after the tenancy ended, as that was the method of communication preferred by the landlord AN. The tenants requested their security deposit to be returned, but the landlord refused, leading to this application.

The tenants' monetary claim is in the amount of their security deposit, or \$1,500.00.

Analysis

Section 38 deals with the return of tenant's security deposits.

This section of the Act requires that the landlord must repay the tenant's security deposit or make an application claiming against the security deposit within 15 days of the later of the day the tenancy ends and the date the landlord receives the tenant's written forwarding address.

If a landlord fails to do either, the landlord may not make a claim against the tenant's security deposit and must pay the tenant double the amount of their security deposit.

In the case before me, the undisputed evidence shows that the tenancy ended on July 1, 2019, when the tenants vacated the rental unit; however, the tenants confirmed that they did not provide the landlords with their written forwarding address as required. I therefore will not grant the tenants double their security deposit and they have not claimed it.

Although I find the tenants are not entitled to double their security deposit, I find the tenants are entitled to a return of their security deposit of \$1,500.00, by virtue of their application seeking that amount.

I also grant the tenants recovery of their filing fee of \$100.00.

The tenants are therefore granted a monetary order, pursuant to section 67 of the Act, for \$1,600.00, comprised of their security deposit of \$1,500.00, and the filing fee of \$100.00, which I have granted due to their successful application.

Should the landlord fail to pay the tenants this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

Conclusion

The tenants' application for monetary compensation for their security deposit and recovery of their filing fee is granted.

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 16, 2020

Residential Tenancy Branch