



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MA CEDAR PLACE PROPERTIES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FFT

Introduction

On May 16, 2020, 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 agents for the Landlord appeared at the hearing.

The hearing process was explained, and the participants were asked if they had any questions. All participants in the hearing provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, 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 the security deposit?
- Are the Tenants entitled to recover the cost of the filing fee?

Background and Evidence

The Tenants and Landlord testified that the tenancy began on May 1, 2019, as a one-year fixed term tenancy. Rent in the amount of \$1,780.00 was due to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security

deposit of \$890.00. The Tenants gave written notice to end the tenancy and moved out of the unit on April 25, 2020.

The Tenants testified that the Landlord did not return the security deposit to them after the tenancy ended.

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

The Tenants testified that they provided the Landlord with their forwarding address in writing using email sent on March 14, 2020. The Tenants testified that email was regularly used to discuss tenancy issues. The Tenants provided a copy of a follow up letter that was sent to the Landlord on April 14, 2020 which provides the Tenants' forwarding address.

The Tenants requested that they receive double the amount of the security deposit.

In reply, the Landlord provided testimony acknowledging that they received the Tenants' forwarding address on March 14, 2020.

The Landlord testified that they did not return the security deposit to the Tenants or make a claim against it by filing for dispute resolution within 15 days of the end of the tenancy. The Landlord testified that there was no written agreement that they could keep any amount of the security deposit.

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 to the Tenant with interest calculated in accordance with the regulations or make an application for dispute resolution claiming against the security 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 tenancy ended on April 25, 2020 and Tenants provided their forwarding address to the Landlords on March 14, 2020.

I find that there was no written agreement between the parties that the Landlord could retain 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.

I order the Landlord to pay the Tenants the amount of \$1,780.00.

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 Tenant's paid to make application for dispute resolution.

I grant the Tenants a monetary order in the amount of \$1,880.00. 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 the cost of the filing fee. I grant the Tenants a monetary order in the amount of \$1,880.00.

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: June 16, 2020