



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDCT, FFT

Introduction

This hearing was scheduled to convene at 1:30 p.m. this date by way of conference call concerning an application made by the tenants seeking a monetary order for return of all or part of the pet damage deposit or security deposit; a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; and to recover the filing fee from the landlords for the cost of the application.

Both tenants attended the hearing, one of whom gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the landlords joined the call.

The tenant testified that the landlords were individually served with the Application and notice of this hearing (the Hearing Package) by registered mail on February 27, 2021 and the tenants have provided 2 Canada Post cash register receipts bearing that date as well as 2 Registered Domestic Customer Receipts, and 2 tracking delivery reports showing that each of the landlords received the documents on March 4, 2021. I am satisfied that the landlords have been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Have the tenants established a monetary claim as against the landlords for return of all or part of the security deposit?
- Have the tenants established a monetary claim as against the landlords for money owed or compensation for damage or loss under the *Act*, regulation or

tenancy agreement, and more specifically for double the amount of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on March 1, 2018 and ended on September 30, 2020. Rent in the amount of \$1,275.00 was originally payable on the 1st day of each month, which was raised to \$1,375.00 within the last year, however the tenant did not recall the date of the increase. There are no rental arrears and no pet damage deposit was collected, however on the 4th of February, 2018 the landlords collected a security deposit from the tenants in the amount of \$637.50. The rental unit is a basement suite and the upper level was also rented. A copy of a portion of the tenancy agreement has been provided for this hearing specifying the \$637.50 security deposit.

A move-in condition inspection report was completed at the beginning of the tenancy and the tenants received a copy. However, the tenant testified that at the end of the tenancy the tenant and one of the landlords inspected the rental unit, but no report was made.

On October 4, 2020 the tenant went to the landlord's home with her mother as witness, and delivered a letter containing the tenants' forwarding address. A copy has been provided as evidence for this hearing as well as a security deposit statement signed by the tenant and the tenant's witness. The landlord was on scaffolding at the time while painting and told the tenant to put the letter on the step and acknowledged receiving it verbally.

The landlords sent a cheque in the amount of \$338.52 which was received by the tenants on October 20, 2020. The tenants have not yet cashed the cheque on advice from someone at the Residential Tenancy Branch. The landlords have not served the tenants with an Application for Dispute Resolution claiming against the security deposit and the tenants did not agree in writing that the landlords keep any portion of the security deposit. The tenants claim double the amount, or \$1,275.00 and recovery of the \$100.00 filing fee.

Analysis

The *Residential Tenancy Act* requires a landlord to return a security deposit and/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 file and serve the tenants with 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 accept the undisputed testimony of the tenant that the tenants did not agree in writing that the landlords keep any portion of the security deposit. I also accept the undisputed testimony of the tenant that the tenancy ended on September 30, 2020 and landlords received the tenants' forwarding address in writing on October 4, 2020. The tenant also testified that the tenants have not been served with an Application for Dispute Resolution, and I have no such application before me. Therefore, I find that the tenants have established a claim of double the amount of the security deposit, or \$1,275.00.

Since the tenants have been successful with the application, the tenants are also entitled to recover the \$100.00 filing fee from the landlords.

The tenants are currently in possession of a stale-dated cheque from the landlords representing a portion of the security deposit. I order that the tenants refrain from cashing or depositing that cheque, and I grant a monetary order in favour of the tenants in the amount of \$1,375.00.

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 \$1,375.00. 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: July 08, 2021

Residential Tenancy Branch