



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDS-DR

Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 38.1 of the *Residential Tenancy Act* (the *Act*), and dealt with an Application for Dispute Resolution by the tenants to obtain monetary compensation for the return of the security deposit (the deposit).

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the tenants on August 27, 2021.

The tenants submitted two signed Proof of Service Tenant's Notice of Direct Request Proceeding forms which declare that on September 16, 2021, the tenants sent each landlord the Notice of Dispute Resolution Proceeding - Direct Request by registered mail. The tenants provided a copy of the Canada Post Customer Receipts containing the tracking numbers to confirm these mailings.

Based on the written submissions of the tenants and in accordance with sections 89 and 90 of the *Act*, I find that the Direct Request Proceeding documents were served on September 16, 2021 and are deemed to have been received by the landlords on September 21, 2021, the fifth day after their registered mailing.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation for the return of a security deposit and a pet damage deposit pursuant to sections 38 and 67 of the *Act*?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The tenants submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlords and two of the tenants on June 15, 2019, indicating a monthly rent of \$1,350.00 and a security deposit of \$675.00, for a tenancy commencing on July 1, 2019
- A copy of a letter from the tenants to the landlords dated July 13, 2021, providing the forwarding address, and requesting the return of the deposit
- A copy of a Canada Post Customer Receipt containing the tracking number to confirm the forwarding address was sent to the landlords on July 13, 2021
- A copy of a Tenant's Direct Request Worksheet showing the amount of the deposit paid by the tenants and indicating the tenancy ended on June 31, 2021

Analysis

Section 38(1) of the *Act* states that the landlord has fifteen days from the end of tenancy and the date they received the forwarding address to either return the deposit(s) in full or make an application for dispute resolution claiming against the deposit(s).

Section 38(6) of the *Act* states that if the landlord does not return the deposit(s) or file a claim against them within the fifteen days, the landlord must pay the tenant double the amount of the deposit(s).

I have reviewed all documentary evidence and I find that only two of the tenants signed the tenancy agreement. For this reason, I will only proceed with the portion of the tenants' application naming the tenants who signed the agreement as applicants.

I find that the tenants paid a security deposit in the amount of \$675.00 as per the tenancy agreement.

I accept the following declarations made by the tenants on the Tenant's Direct Request Worksheet:

- The tenants have not provided consent for the landlords to keep all or part of the deposit
- There are no outstanding Monetary Orders against the tenants for this tenancy
- The tenants have not extinguished their right to the deposit in accordance with sections 24(1) and 36(1) of the *Act*.

The tenants have indicated on the Tenant's Direct Request Worksheet that the tenancy ended on June 31, 2021, a date that does not exist. I find it reasonable and accept that the tenancy ended instead on June 30, 2021.

In accordance with sections 88 and 90 of the *Act*, I find that the forwarding address was served on July 13, 2021 and is considered to have been received by the landlords on July 18, 2021, five days after its registered mailing.

I accept the evidence before me that the landlords have failed to return the deposit to the tenants and have not filed an Application for Dispute Resolution requesting to retain the deposit by August 2, 2021, within the fifteen days granted under section 38(1) of the *Act*.

Based on the foregoing, I find that the landlords must pay the tenants double the amount of the security deposit in accordance sections 38(6) of the *Act*.

Therefore, I find that the tenants are entitled to a monetary award in the amount of \$1,350.00, double the amount claimed by the tenants for the security deposit.

Conclusion

Pursuant to section 67 of the *Act*, I grant the tenants a Monetary Order in the amount of \$1,350.00 for the return of double the security deposit. The tenants are provided with this Order in the above terms and the landlord(s) must be served with **this Order** as soon as possible. Should the landlord(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: October 05, 2021

Residential Tenancy Branch