



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDS-DR, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of the security deposit and to recover the filing fee from the landlords for the cost of the application.

The tenant and both landlords attended the hearing, and the tenant and one of the landlords gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

The parties agree that all of the tenant's evidence has been provided to the landlords, however the landlords have not provided any evidence to the tenant. Any evidence that a party wishes to rely on must be provided to the other party. Since the landlords have not done so, I decline to consider any of the landlords' evidence. All evidence of the tenant has been reviewed and the evidence I find relevant to the application is considered in this Decision.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlords for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this tenancy began on July 1, 2022 and the tenant vacated the rental unit on September 4, 2022. The tenant signed a tenancy agreement, but the landlords refused to provide a copy. Rent in the amount of \$1,100.00 was payable on the 30th day of each month. On June 25, 2022 the tenant paid a security deposit to the

landlords in the amount of \$600.00, then the landlords changed it to \$700.00, and the tenant paid the additional \$100.00 when he moved in. The rental unit is a basement suite shared with another tenant.

The tenant further testified that on September 18, 2022 the tenant sent a form letter to the landlords by registered mail, which contained the tenant's forwarding address. The tenant has provided a copy of the letter and a Canada Post cash register receipt dated September 18, 2022 which contains a tracking number.

No move-in or move-out condition inspection reports were completed. At move-out, the tenant waited 4 hours for the landlord to inspect, but she refused to. The tenant vacated the rental unit on September 4, 2022 after the landlord had given a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, but returned on September 5 to ask about an inspection, and was told that the tenant shouldn't be on the premises.

The landlord also told the tenant that the landlord had someone to move in and the tenant should leave, so the tenant shouldn't have to pay any rent for September, 2022. The tenant also testified that he cleaned the rental unit before he left.

The landlord testified that at the beginning of the tenancy the landlord was working out of town and was not available to sign the tenancy agreement, so the parties agreed on the phone that rent in the amount of \$1,100.00 was due on the 1st day of each month for a month-to-month tenancy.

The landlord agrees that the landlords received a security deposit in the amount of \$700.00 from the tenant and received the tenant's forwarding address, but does not recall when. The tenant owed a month of rent, kept the key and the landlord had to change the lock. The landlords did not make an Application for Dispute Resolution claiming the security deposit; the tenant owes money to the landlords. The rental unit was re-rented for October 1, 2022.

The landlords had given the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, however a copy has not been provided for this hearing. On September 1, 2022 the tenant claimed he found another place, but didn't want to pay the rent or move out.

SUBMISSIONS OF THE TENANT:

The landlords said someone was moving in during the month of September and put pressure on the tenant to find a place. The tenant left before the effective date of the 10

Day Notice. The landlords had offered another room, but the tenant declined because it was smaller. The offer was to take it or leave.

SUBMISSIONS OF THE LANDLORD:

The landlord gave a One Month Notice to End Tenancy for Cause and the tenant had a chance to find a place to go. The tenant was fighting with the roommate.

Analysis

The *Residential Tenancy Act* specifies that a landlord has 15 days from the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return a security deposit to a tenant or make an Application for Dispute Resolution claiming against the security deposit. If the landlord fails to do either within that 15 day period, the landlord must repay double the amount to the tenant.

In this case, the parties agree that the tenancy ended on or about September 4 or 5, 2022. The tenant has provided evidence of serving the landlords with a forwarding address in writing by registered mail on September 18, 2022, which is deemed to have been received 5 days later, or September 23, 2022. The landlords had until October 8, 2022 to return the security deposit to the tenant or make a claim against it. The landlords didn't do either, and therefore I find that the tenant is entitled to double, or \$1,400.00.

Since the tenant has been successful with the application, the tenant is also entitled to recover the \$100.00 filing fee from the landlord.

I grant a monetary order in favour of the tenant as against the landlords in the amount of \$1,500.00. The landlords must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,500.00.

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 27, 2023

Residential Tenancy Branch