



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, MNDC, O

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is an application for an order for return of double the security/pet deposit, a request for an order for return of a portion of the rent for vacating early, and a request for recovery of the filing fee.

Background and Evidence

This tenancy began on November 7, 2011, and at that time the tenants paid a security deposit of \$1500.00 and a pet deposit of \$500.00.

The tenants moved out of the rental unit on October 26, 2012, and the landlords admit that they received a forwarding address in writing on the date of the move-out inspection.

The applicant's testified that:

- They had verbally agreed to allow the landlords to keep \$300.00 of their security/pet deposit; however the landlord has failed to return any of the security/pet deposit.

- They also moved out of the rental unit 11 days early, at the request of the landlords, and although landlords offered them compensation to do so, the landlords have failed to pay that compensation. They are therefore requesting an order for the landlord to compensate them for vacating early.

The respondents testified that:

- They did not return the security/pet deposit or apply for dispute resolution, within the time limit set out under the Residential Tenancy Act, as they were not aware of their obligation to do so.
- They did, at one time, request that the tenants vacate the rental unit early so that they could move the possession date up for the sale of the house, however the tenants stated that they were unable to do so, and therefore they left the possession date as the end of tenancy date.
- They never offered to pay any compensation to the tenants for vacating early, and in fact the tenants were not required to move early since the possession date was not moved up.
- The tenants did move out early however that was their own choice to do so and they do not believe compensation is justified.

Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security/pet deposit, get the tenants written permission to keep all or part of the security/pet deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security/pet deposit.

The landlord has not returned the tenants security/pet deposit or applied for dispute resolution to keep any or all of tenant's security/pet deposit and the time limit in which to apply is now past.

This tenancy ended on October 26, 2012 and the landlord had a forwarding address in writing by November 7, 2012, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the security/pet deposit to the tenant.

The tenants paid a security/pet deposit of \$2000.00, and therefore the landlords must return \$4000.00, less the \$300.00 agreed to by the tenants, for a difference of \$3700.00.

I also order recovery of the \$50.00 filing fee.

I deny the claim for compensation for vacating the rental property early, because it's my finding that the applicants have not met the burden of proving that the landlords ever offered them compensation for vacating early.

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met

Conclusion

I have issued a monetary order in the amount of \$3750.00, and the remainder of this claim is dismissed without leave to reapply.

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: April 09, 2013

Residential Tenancy Branch