



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were to be heard together; however the landlord did not join the conference call that was scheduled for today's hearing and therefore his application has been dismissed without leave to reapply, and I dealt solely with the tenant's application.

The tenant's application is a request for a monetary order in the amount of \$777.00 and a request for recovery of their \$50.00 filing fee.

The tenants testified that the landlord was served with notice of the hearing by registered mail that was mailed on May 20, 2015.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the landlord has been properly served with notice of the hearing.

As well, the landlord has also applied for dispute resolution and his hearing was set for the same time. The landlord was therefore well aware of the date and time for today's hearing.

The tenants were affirmed.

Issue(s) to be Decided

The issue I dealt with today is whether or not the tenants have established monetary claim against the landlord, and if so in what amount.

Background and Evidence

The tenants testified that this tenancy began on August 15, 2014 and they vacated on March 30, 2015.

The tenants testified that they paid a security deposit of \$500.00 on August 15, 2014.

The further tenants testified that the landlord was given a forwarding address in writing on March 31, 2015 and again on April 4, 2015.

The tenants are requesting an order for return of their \$500.00 security deposit, claiming that although the landlord originally stated he would be returning the deposit, he never has.

The tenants are also requesting the following damages:

lost wages to deal with this issue	\$144.00
Gas to travel to Nelson to deal with this issue	\$20.00
Cost of an app needed to print off text for this case	\$63.00
Total	\$227.00

The applicants are also requesting recovery of their \$50.00 filing fee.

Analysis

Security deposit

section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security 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 deposit.

I accept that the landlord received the forwarding address in writing, because the landlord used that forwarding address on his application for dispute resolution.

The landlord has not returned the tenants security deposit and did not apply for dispute resolution to keep any or all of tenant's security deposit within the time limit required.

This tenancy ended on March 30, 2015 and the landlord had a forwarding address in writing by March 31, 2015 and again on April 4, 2015, and the landlord did not apply for dispute resolution until April 29, 2015.

Further 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 deposit to the tenants.

The tenants paid a deposit of \$500.00, and therefore the landlord must pay \$1000.00 to the tenants.

I also allow the tenants request for recovery of their \$50.00 filing fee.

Claim for damages

I will not allow the tenants claim for damages as these are all costs of the dispute resolution process and I do not have the authority to award costs, other than the filing fee.

Conclusion

I have issued a monetary order for the landlord to pay \$1050.00 to the tenants.

The landlord's application is dismissed in full 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: October 06, 2015

Residential Tenancy Branch

