



Dispute Resolution Services

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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 application was made by way of the Direct Request process, which was referred to this participatory hearing, scheduled for January 24, 2023. The tenant and the landlords' daughter attended the hearing. The landlords' daughter indicated that the landlords were out of the Country and requested an adjournment. I adjourned the hearing to February 15, 2023 at 9:30 a.m. and my Interim Decision was provided to the parties.

The tenant and one of the named landlords attended the re-scheduled hearing on February 15, 2023, and the landlord also represented the other named landlord. The parties each gave affirmed testimony and were given the opportunity to question each other and to give submissions.

The landlords have not provided any evidence, and the parties agree that the tenant's evidentiary material has been provided to the landlords. All evidence provided has been reviewed and 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 month-to-month tenancy began on December 1, 2018 and ended on April 30, 2022. Rent in the amount of \$1,000.00 was payable on the 1st day of

each month and there are no rental arrears. On November 30, 2018 the landlords collected a security deposit from the tenant in the amount of \$500.00 which is still held in trust by the landlords and no pet damage deposit was collected. The rental unit is a basement suite and the landlords lived in the upper floor of the rental home. A copy of the tenancy agreement has been provided by the tenant for this hearing.

The tenant further testified that no move-in or move-out condition inspection reports were completed. The tenant told the landlord at the time of move-in that the landlord could do a condition inspection report if she wanted, and the tenant waited outside.

On May 18, 2022 the tenant sent a letter dated May 18, 2022 to the landlords by registered mail, which contained the tenant's forwarding address. A copy of the letter and a copy of a Registered Domestic Customer Receipt stamped with that date by Canada Post has also been provided for this hearing. The landlords have not returned the security deposit to the tenant and the tenant claims double the amount.

The landlord testified that the landlord was out of town and had a very sick husband and is still dealing with that illness, and had no time to focus on anything except 24 hour care. The landlord took care of the suite and testified there were a lot of damages, such as the sofa and blinds which were not cleaned by the tenant at the end of the tenancy.

The landlord asked to adjourn this hearing to provide proof of the items not cleaned by the tenant. The landlords were already given an adjournment of the hearing, and I declined to adjourn again.

The landlord also testified that the blinds and sofa have not yet been cleaned, and the rental unit has not yet been re-rented. The landlord stored some furniture for a person in the rental unit.

Analysis

The landlord was denied a second adjournment for the following reasons:

1. the landlords had already been given the benefit of an adjournment;
2. the hearing had commenced prior to learning that the landlord would be seeking an adjournment;
3. an adjournment would not change the outcome of this hearing;
4. the landlords have not made an application for dispute resolution.

The *Residential Tenancy Act* states 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 the security deposit in full to a tenant or to make an application claiming against the security deposit within that 15 day period. If the landlord fails to do either, the landlord must repay double the amount to the tenant.

The law also places the onus on the landlord to ensure that the move-in and move-out condition inspection reports are completed in accordance with the regulations, and failure to do so will result in the landlords' right to make a claim against the security deposit for damages extinguished. I make no findings with respect to that. The undisputed testimony is that the landlords are deemed to have received the tenant's forwarding address in writing 5 days after mailing, or on May 23, 2022 and the tenancy ended on April 30, 2022. The landlords did not return the security deposit to the tenant or make an application claiming against the security deposit within that 15 day period. Therefore, I find that the tenant is entitled to double the amount, or \$1,000.00.

Since the tenant has been successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee.

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 \$1,100.00.

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: February 15, 2023

Residential Tenancy Branch