

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution for a monetary order for return of the security deposit.

Issues(s) to be Decided

The issues to be decided are whether the tenants are entitled to a monetary Order double the amount of the security deposit and pet damage deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submitted the following documents into evidence:

- A copy of the tenancy agreement signed by both parties on February 2, 2009 for a 6 month fixed term tenancy beginning on March 1, 2009 and ending on August 31, 2009 for a monthly rent of \$2,300.00 due on the 1st of the month. The tenancy agreement states a security deposit of \$1,150.00 and a pet damage deposit of \$1,150.00 were required;
- A copy of proof of service of the hearing package and of the forwarding address to the landlord;
- A receipt for cleaning the rental unit on August 20, 2009 in the amount of \$275.62;
- Several emails between the parties regarding both the move in and move out periods and includes an email from the landlord claiming damages in the amount of \$2350.00 and emails between the parties trying to negotiate a settlement; and
- A copy of a Condition Inspection Report that is unsigned by the tenants at both move-in and move-out.

Analysis

Section 38 of the *Act* states a landlord must, within 15 days of the end of the tenancy and the date the landlord receives the tenant's forwarding address, repay any security deposit or pet damage deposit with interest or make an application for dispute resolution claiming against the security deposit or damage deposit.

The section does allow for the landlord to retain an amount from a security deposit or pet deposit an amount if the tenant agrees with the retention. The landlord did not submit any evidence or attend the hearing to provide testimony confirming any such agreement with the tenant.

Section 38 goes on to say that should a landlord not comply with the above he must pay the tenant double the amount of the security deposit, pet damage deposit or both.

Conclusion

Based on the above, I find that the tenants are entitled to monetary compensation pursuant to Section 67 and therefore grant a monetary order in the amount of **\$4,650.00** comprised of \$4,600.00 for double the amount of the security and pet security deposit and the \$50.00 fee paid by the tenants for this application.

This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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: January 27, 2010.

Dispute Resolution Officer