



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call to deal with the tenants' application for return of all or part of the pet damage deposit or security deposit, or double the amount of the pet damage deposit or security deposit, and to recover the filing fee from the landlord for the cost of this application.

One of the named tenants attended the conference call hearing, gave affirmed testimony, and the tenants provided evidence in advance of the hearing. However, despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on January 28, 2011, no one attended the hearing on behalf of the landlord company.

All testimony and evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Are the tenants entitled to return of all or part of the pet damage deposit or security deposit, or double the amount of the pet damage deposit or security deposit?

Background and Evidence

This fixed-term tenancy began on May 1, 2010 and was to expire on April 30, 2011, however the tenants moved from the rental unit on November 30, 2010 after giving the landlord notice to vacate. Rent in the amount of \$930.00 per month was payable in advance on the last day of each month for the next month, and there are no rental arrears. On April 26, 2010 the landlord collected a security deposit in the amount of \$465.00 and on June 1, 2010 the landlord collected a pet damage deposit in the amount of \$465.00. The tenant provided copies of the cheques to prove those amounts in advance of the hearing.

The tenant testified that the landlord and tenant conducted a move-in condition inspection at the outset of the tenancy, and the parties also conducted 2 move-out condition inspections; one on November 15, 2010 and again on November 30, 2010, although the tenant did not receive copies of any of those reports. During the inspection on November 30, 2010, the tenants provided the landlord's building manager with their forwarding address in writing.

The tenant also provided a copy of a letter that she received from the landlord dated December 2, 2010 which contains the forwarding address of the tenants that was provided to the landlord's building manager. The tenant testified that the tenants have not received any portion of the security deposit or pet damage deposit from the landlord, the tenants have not consented to the landlord retaining any portion of those deposits, and the landlord has not served the tenants with an application for dispute resolution.

Analysis

The *Residential Tenancy Act* states that the landlord has 15 days from the later of the date the tenants provide their forwarding address in writing or the date the tenancy ends to return the security deposit and pet damage deposit to the tenants in full or apply for dispute resolution claiming against those deposits. The evidence before me is that the landlord has not applied for dispute resolution, and has not returned any portion of the deposits to the tenants. I find, in the circumstances, that the landlord received the tenants' forwarding address in writing on November 30, 2010, acknowledged that address in the letter sent to the tenants dated December 2, 2010, and the tenancy ended on November 30, 2010.

The *Act* further states that if the landlord fails to make an application for dispute resolution or repay the deposits to the tenants within the 15 day period, the landlord must pay the tenant double the amount of such deposits held in trust. Therefore, I find that the tenants are entitled to a monetary order for double the amount of the pet damage deposit and double the amount of the security deposit. The tenants are also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants in the amount of \$1,910.00. This order may be filed in the Provincial Court of British Columbia, Small Claims division, 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: April 05, 2011.

Residential Tenancy Branch