



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **INTERIM DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the tenant for return of double the security deposit and recovery of the filing fee. All parties participated in the conference call hearing.

This matter was previously adjourned to allow the tenant to amend this application, add the original landlord's name to the application and serve him with documents for this hearing.

### Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

### Background and Evidence

This tenancy began March 1, 2009 with monthly rent of \$1000.00 and the tenant paid a security deposit of \$500.00 and a pet damage deposit of \$200.00.

The tenant testified that the tenancy ended June 30, 2011 and that on July 18, 2011 she sent the landlord her forwarding address in writing by registered mail. The tenant stated that to date the landlord had not returned the deposits.

The landlord CO previously testified that he had never held the tenant's security deposits and that the prior landlord HF was still in possession of the tenant's security deposits. Landlord CO stated that landlord HF had lost the property to the bank and the landlord CO purchased the property from the bank. Landlord CO stated that the tenant's security deposits were not transferred to him by the bank and the original landlord HF still held those monies.

Landlord HF testified that he did still hold the tenant's security deposits and that it had been his understanding that once the property was transferred out of his name that the new landlord CO became fully responsible for the tenancy. Landlord HF stated that he was not aware that the security deposits should have been transferred to the new

landlord with the tenancy. Landlord HF acknowledged that he was in receipt of the tenant's forwarding address and had been for some time.

Landlord CO verified that he was not a party to this claim and disconnected from the hearing at 1:40 PM.

### Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to a monetary order for return of double the \$500.00 security deposit and \$200.00 pet damage deposit.

Section 38(1) of the *Residential Tenancy Act* provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the landlord received the tenant's forwarding address in writing.

Section 38(6) of the *Residential Tenancy Act* provides in part that if a landlord does not comply with his statutory obligation to return the deposits within 15 days, the landlord must pay the tenant double the amount of the deposits. Accordingly I find that the tenant is entitled to a monetary order for \$1400.00.

As the tenant has been successful in their application the tenant is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the tenant has established a monetary claim for **\$1400.00** in return of the security and pet damage deposits. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant a monetary order under section 67 of the *Act* for **\$1450.00**.

If the amount is not paid by the landlord(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: December 6, 2011.

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Residential Tenancy Branch