



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the tenants for a monetary order for return of double the amount of the pet damage deposit and security deposit and to recover the filing fee from the landlord for the cost of this application.

The named landlord and one of the tenants attended the conference call hearing and gave affirmed testimony. All evidence and testimony provided have been reviewed and are considered in this Decision.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for return of the security deposit or pet damage deposit or double the amount of the security deposit or pet damage deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on June 1, 2010 and ended on September 1, 2011. Rent in the amount of \$1,390.00 per month was payable in advance on the 1st day of each month, and there are no rental arrears. On May 30, 2010 the landlord collected a security deposit from the tenants in the amount of \$690.00 as well as a pet damage deposit in the amount of \$300.00.

The tenant further testified that the landlord has not returned the security deposit, however the tenants have not provided the landlord with a forwarding address in writing.

The landlord testified that the tenancy agreement was entered into by the tenants and the spouse of the landlord who attended this hearing. The landlord who attended this hearing did not sign the tenancy agreement, although is named as a landlord in the agreement, and did not collect the security deposit or pet damage deposit from the tenants. Those deposits were collected by the spouse who has not been named as a party in the tenant's application. Further, the name of the landlord on the Tenant's Application for Dispute Resolution is not the spelling on the tenancy agreement.

The landlord further testified that the landlord did not receive the Tenant's Application for Dispute Resolution, but was served with the notice of hearing and fact sheet, to which the tenant responded that the tenant served all documents that the Residential Tenancy Branch advised, which did not include the Tenant's Application for Dispute Resolution.

Analysis

In the circumstances, I find that the landlord named by the tenants in the Tenant's Application for Dispute Resolution did not sign the tenancy agreement and is not a landlord.

I further find that the tenants are not entitled to double recovery of either of the deposits because the tenants did not provide the landlord with a forwarding address in writing. The *Residential Tenancy Act* states that a tenant is entitled to double recovery if the landlord fails to return the security deposit and pet damage deposit or apply for dispute resolution claiming against those deposits within 15 days of the later of the date the tenancy ends or the date the tenants provide a forwarding address in writing to the landlord. The *Act* also states that a landlord may retain the deposits if the tenants do not provide the landlord with a forwarding address within one year after the end of the tenancy.

I further find that the tenant has misunderstood the information provided by the Residential Tenancy Branch. The *Act* requires a party to serve the documents, including the application for dispute resolution within 3 days of making the application.

Conclusion

For the reasons set out above, the tenants' application is hereby dismissed in its entirety without leave to reapply against this landlord.

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 07, 2011.

Residential Tenancy Branch