



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This conference call hearing was convened in response to the tenants' application to recover double the amount of the security and pet damage deposit, and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Are the tenants entitled to the return of the security and pet damage deposit as claimed?

Are the tenants entitled to recover the filing fee?

Background and Evidence

The rental unit consists of the upper level of a single detached home. The parties did not dispute the following; the tenancy started on October 1st, 2009 and ended on October 15th, 2011; the rent was \$1200.00 per month; the tenants paid \$460.00 for a security deposit and \$100.00 for a pet damage deposit for a sum of \$560.00; and on October 15th, 2011 the tenants gave the landlord written notice of their forwarding address.

The tenants testified that they filed for dispute resolution because the landlord did not respond to their request for the return of their deposit. In their documentary evidence,

the tenants provided 30 photographs to show the condition in which they left the rental unit.

The landlord referred to her letter of September 13th, 2011 to the tenants, wherein she addressed issues concerning the carpet, her furniture, sawdust, and smoke as part of her counterclaim.

Analysis

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 security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit.

In this matter the landlord received the tenants' forwarding address on October 15th, 2011, but the security deposit was not returned and the landlord did not apply for dispute resolution as required by statute. Therefore the tenants are entitled to the return of double the amount of the security deposit.

Section 60(1) of the Act provides also for the landlord to make an application for dispute resolution over matters related to the tenancy within two years after the tenancy ends. The landlord is entitled to claim monetary compensation against the tenants for any damages alleged, and to submit evidence at that time.

Conclusion

The tenants established a claim of \$1120.00. Since they were successful, they are entitled to recover the filing fee and pursuant to Section 67 of the Act, I grant the tenants a monetary order totalling \$1170.00.

This Order may be registered in the Small Claims Court 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 23, 2012.

Residential Tenancy Branch