



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capreit  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to the tenants' application to recover double the security and pet deposit and remote control deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the landlords for the cost of this application.

One of the tenants and the landlord's agent attended the conference call hearing and gave sworn testimony. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

### Issue(s) to be Decided

- Are the tenants entitled to recover double the deposits paid?
- Are the tenants entitled to a Monetary Order for money owed or compensation for damage or loss?

### Background and Evidence

The parties agree that this tenancy started on December 01, 2010. Rent for this unit at the start of the tenancy was \$800.00 per month rising to \$837.58 during the tenancy.

The tenants paid a security deposit of \$400.00 and a pet deposit of \$400.00. The tenants also paid a security despot for the remote control of \$50.00. The tenants provided a forwarding address in writing to the landlord on December 31, 2012.

The tenant attending testifies that the landlord has not returned any of the deposits paid of \$850.00 within 15 days of the tenancy ending and of the landlord receiving the tenants forwarding address in writing. The tenant agree that on March 20, 2013 they received a cheque from the landlord for \$555.14 however the tenant attending testifies that this cheque has not yet been cashed and is not the correct amount of the deposits. The tenants therefore seek double the security, pet and remote control deposits to the sum of \$1,700.00. The tenants also seek to recover the \$50.00 filing fee.

The landlord's agent does not dispute the tenants' claim. The landlord's agent testifies that the tenants forwarding address information had been entered incorrectly on the landlords system and the cheque was sent to the wrong address. The landlord agrees that the cheque sent for \$555.14 is also an incorrect amount.

### Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the deposits paid to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security and pet deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the deposits to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on December 31, 2012. As a result, the landlord had until January 15, 2013 to return the tenants deposits. I find the landlord did not return the deposits including the deposit paid for the remote control. Therefore, I find

that the tenant has established a claim for the return of double the security deposit the pet deposit and the remote control deposit pursuant to section 38(6)(b) of the *Act*.

As the landlord has since returned the sum of \$555.14 to the tenants, this sum will be deducted from the tenants' award. I further find the tenants are entitled to recover the \$50.00 filing fee from the landlord pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the tenants for the following amount:

Double the deposits paid	\$1,700.00
Filing fee	\$50.00
Less amount already returned to the tenants	(-\$555.14)
Total amount due to the tenants	\$1,194.86

### Conclusion

I HEREBY FIND in favor of the tenants' monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for \$1,194.86. The order must be served on the respondent and is enforceable through the Provincial Court 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 02, 2013

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Residential Tenancy Branch

