



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where she resides on June 28, 2013. The Residential Tenancy Act provides that it is deemed received 5 days later. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

On February 24, 2012 the tenant and a real estate company entered into a one year fixed term tenancy agreement in writing for the rental unit that provided that the tenancy would start on March 1, 2012, end on February 28, 2013 and become month to month thereafter. The rent was \$1450 per month. The tenant paid a security deposit of \$725 at the start of the tenancy.

The tenant testified that in October or November the respondent advised her that the real estate company was no longer representing her and that the tenant was to pay the rent directly to her. Thereafter the tenant paid the rent directly to the respondent.

On May 15, 2013 the applicant and respondent signed a Mutual Agreement to End the Tenancy in writing for May 15, 2013 and the tenant vacated the rental unit on that date. She testified that she agreed with the landlord in writing that she would be responsible to pay half of the hydro for the period May 1 to May 15. The utility bill was \$323. Thus the tenant agreed in writing that the landlord could deduct \$161.50 from the security deposit for the utilities leaving a balance of \$563.50.

The tenant provided the landlord with her forwarding address in writing on or about May 28, 2013.

Analysis

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

The tenant paid a security deposit of \$725 at the start of the tenancy. I determined the tenancy ended on May 15, 2013. I further determined the tenant provided the landlord with her forwarding address in writing on or about May 28, 2013. The parties agreed in writing that the landlord could retain \$161.50 of the security deposit leaving a balance of \$563.50. The landlord does not have a monetary order against the tenants and the landlord failed to file an Application for Dispute Resolution within the 15 days from the

later of the end of tenancy or the date the landlord receives the tenants' forwarding address in writing. As a result I determined the tenants have established a claim against the landlord for double the security deposit held by the landlord or the sum of \$1127 ($\$563.50 \times 2 = \1127).

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$1127 plus the sum of \$50 in respect of the filing fee for a total of \$1177.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: August 01, 2013

Residential Tenancy Branch

