



# Dispute Resolution Services

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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 both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Landlord by mailing, by registered mail to where the landlord resides on September 24, 2013. 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

The tenancy began on August 1, 2012. The rent was \$1650 per month payable on first day of each month. The tenant(s) paid a security deposit of \$825 at the start of the tenancy.

The landlord served a 2 month Notice to End Tenancy that set the end of tenancy for August 1, 2013. The parties agreed the tenant could remain in the rental unit until August 15, 2013.

The tenant(s) provided the landlord with his/her their forwarding address in writing on August 16, 2013. The tenant vacated the rental unit on August 15, 2013.

The landlord returned from overseas on August 23, 2013. On August 28, 2013 she returned \$425 of the security deposit and retained the balance of \$400.

### Law

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.

### Analysis

The tenants paid a security deposit of \$825 on or about August 1, 2012. I determined the tenancy ended on August 15, 2013. I further determined the tenant provided the landlord with his forwarding address in writing on August 16, 2013. The parties have not agreed in writing that the landlord can retain the security deposit. 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. The landlord returned \$425 of the security deposit on August 28, 2013 and retained the balance of \$400. As a result I determined the tenant has established a claim against the landlord for double the security deposit retained by the landlord or the sum of \$800.

Monetary Order and Cost of Filing fee

**I ordered the landlord(s) to pay to the tenant the sum of \$800 plus the sum of \$50 in respect of the filing fee for a total of \$850.**

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.

The landlord testified the tenant has damaged the rental unit. The landlord must first file an Application for Dispute Resolution before this issue can be determined.

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: November 27, 2013

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Residential Tenancy Branch

