



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, MNDC, FF

This hearing dealt with an application by the tenant seeking the return of double the security and pet deposits and for a monetary order. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The tenancy began on July 1, 2011 and ended on June 30, 2013. The tenants were obligated to pay \$2600.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1300.00 security deposit and a \$650.00 pet deposit. A condition inspection report was not conducted in writing at move in or move out.

I address the tenants claim and my findings around each as follows.

**Tenants First Claim** – The tenants are seeking \$50.00 for the piano that they left behind and that the landlord had agreed to purchase from them. The landlord agreed with this claim. Based on the acknowledgment and agreement of the landlord I find that the tenants are entitled to \$50.00.

**Tenants Second Claim** – The tenants are seeking the return of double their security and pet deposits for an amount of \$3900.00 ( $\$1300.00 \times 2 + \$650.00 \times 2 = \$3900.00$ ). The tenants stated that they provided their forwarding address in writing by registered mail on October 13, 2013. The tenant stated that the landlord has yet to return any of their deposits.

The landlord stated that the parties had come to an agreement. The landlord stated that she had originally filed a claim in July of 2013 but cancelled the hearing due to the

parties “reaching a deal”. The landlord stated that the parties agreed that the landlord would retain all but \$366.00 of the deposits. The tenants stated that discussions were ongoing but no agreement was ever reached. I accept the tenants’ version of the events. I did not find that landlords’ testimony to be compelling. The landlord was contradictory and inconsistent when giving evidence. The landlord stated that an agreement was met yet she did not return any of the agreed upon monies. The landlord had sent a cheque for \$366.00 that was returned “NSF”. The landlord stated several times during the hearing that an agreement was met but was unable to provide any documents that definitively supported that position. When the tenants provided their forwarding address in writing in October 2013 the landlord chose not to return the deposits or file for dispute resolution. Section 38 of the Act is clear when a landlord does neither of those two things **they must** return double the deposits to the tenant. Based on all of the above and on the balance of probabilities I find that the tenants are entitled to \$3900.00.

**Tenants Third Claim-** The tenants are seeking \$31.41 for registered mail fees. The Act does not prescribe for the recovery of these costs and I therefore dismiss this portion of the tenants’ application.

The tenants are entitled to the recovery of the \$50.00 filing fee.

### Conclusion

The tenant has established a claim for \$4000.00. I grant the tenant an order under section 67 for the balance due of \$4000.00. This order may be filed 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: February 18, 2014

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Residential Tenancy Branch

