



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 by mailing, by registered mail to where the respondent resides on December 6, 2013.

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 respondent rented the rental property from the owner. The respondent entered into a sub tenancy agreement with the applicant for one of the rooms. The tenancy began on March 15, 2012. The rent was \$500 per month. The applicant paid a security deposit of \$250 at the start of the tenancy. .

The owner of the rental property gave the respondent a 2 month Notice to End Tenancy. The tenancy ended on June 1, 2013. The applicant vacated his rental unit at that time.

The tenant(s) provided the landlord with his/her their forwarding address in writing on November 15, 2013 as evidenced by the registered mail receipt that was signed by the respondent acknowledging receipt.

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.

Analysis

The tenants paid a security deposit of \$250 on March 15, 2012. I determined the tenancy ended on June 1, 2013. I further determined the tenants provided the landlord with their forwarding address in writing on November 15, 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 respondent testified he has not returned the deposit because the owner has not returned his deposit to him. Further, he testified the owner has refused to return his deposit as he was not able to leave in a timely fashion because the applicant failed to assist the clean-up. The respondent has not filed an Application for Dispute Resolution

making a claim against the applicant. The respondent must first file his application before his claims can be considered.

As a result I determined the tenants have established a claim against the respondent for double the security deposit or the sum of \$500 ($\$250 \times 2 = \500). I dismissed the claim for the cost of the registered mail. This claim is for the cost of litigation. The only jurisdiction an arbitrator has for the cost of litigation is the cost of the filing fee.

Monetary Order and Cost of Filing fee

I ordered the respondent to pay to the applicant the sum of \$500 plus the sum of \$50 in respect of the filing fee for a total of \$550.

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: March 10, 2014

Residential Tenancy Branch

