



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 3730 Cambie St. Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the tenant's application to recover double the security and pet deposit and to recover the filing fee from the landlords for the cost of this application.

The tenant and landlord's agent (the landlord) 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. The tenant testifies that she was confused about serving the hearing documents and thought that the RTB office would serve the landlord. The tenant testifies that the landlord was not served until April, 2014. The landlord was prepared to continue with the hearing dispute the late service of the hearing documents. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the tenant entitled to recover double the security and pet deposits?

Background and Evidence

The parties agree that this tenancy started on August 15, 2011 and ended on December 31, 2013. Rent for this unit was \$1,250.00 per month. The tenant paid a security deposit

of \$625.00 and a pet deposit of \$625.00 on August 08, 2011. The parties also agree that both parties attended a move in and a move out condition inspection of the unit and that the tenant provided a forwarding address in writing on January 01, 2014.

The tenant testifies that the landlord informed the tenant that her deposits would be returned within a week. The tenant did not receive the security or pet deposit until January 24, 2014. The tenant experienced some hardship as she needed the deposits for her new rental. The tenant has provided a cheque sent by the landlord for \$1,250.00. This cheque is dated January 21, 2014. The tenant therefore seeks to recover the doubling provision of the security and pet deposit as they were not returned with 15 days.

The landlord testifies that this was a technical error. The landlord had forwarded an email to the accountant for the landlord but this was not received and the tenant's security and pet deposit was returned late to the tenant. The landlord does not therefore dispute the tenant's claim to have both deposits doubled as allowed under the *Act*.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. As the landlord has not disputed the tenants claim to receive a Monetary Order for the double portion of the security and pet deposit; I find in favour of the tenants claim for **\$1,250.00** as the security and pet deposit were not returned within 15 days of the landlord receiving the tenant's forwarding address in writing.

As the tenant has been successful with her claim I find the tenant is also entitled to recover the **\$50.00** filing fee from the landlord pursuant to s. 72(1) of the *Act*

A Monetary Order has therefore been issued to the tenant pursuant to s. 38(6)(b) of the *Act*.

Conclusion

I HEREBY FIND in favor of the tenant's monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for **\$1,300.00**. The Order must be served on the respondent. Should the respondent fail to comply with the Order the Order may be enforced 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: May 07, 2014

Residential Tenancy Branch

