



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, OLC

### Introduction

This is an application for a Monetary Order for \$3050.00 which represents double the security/pet deposit held by the tenants.

Some written arguments were submitted prior to the hearing. I have thoroughly reviewed those arguments.

I also gave the parties the opportunity to give their evidence orally.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Is the tenant entitled to an order for the return of double her security/pet deposit for a total of \$3050.00?

### Background and Evidence

This tenancy began on May 1, 2013 for a fixed term ending August 1, 2014, with a monthly rent of \$1850.00.

No move in inspection report was produced at the beginning of the tenancy.

The tenants paid a combined security/pet deposit of \$1525.00 on March 29, 2013.

The tenants vacated the rental unit, prior to the end of the lease, on November 30, 2013.

No move out inspection report was produced at the end of the tenancy.

The landlord was served with a forwarding address in writing that was sent by registered mail on December 3, 2013.

The landlord has not applied for dispute resolution to keep any or all of the security/pet deposit.

The landlord stated that he did not return the security/pet deposit because it was agreed at the beginning of the tenancy that the security deposit and pet deposit would be forfeited if the tenants did not stay to the end of the fixed term.

### Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on November 30, 2013, and since registered mail is deemed served five days after mailing, the landlord is deemed to have received the forwarding address in writing by December 8, 2013, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

The landlord has argued that he did not return the security deposit because they had a verbal agreement that the deposit would be forfeited if the tenants did not stay to the end of the term however section 20(e) of the Residential Tenancy Act states:

**20** A landlord must not do any of the following:

- (e) require, or include as a term of a tenancy agreement, that the landlord automatically keeps all or part of the security deposit or the pet damage deposit at the end of the tenancy agreement.

Therefore the landlord did not have the right to keep the security deposit without applying for dispute resolution and the landlord must pay double the amount of the security deposit to the tenant.

The tenants paid a combined security/pet deposit of \$1525.00 and therefore the landlord must pay \$3050.00.

### Conclusion

Pursuant to section 38(6) of the Residential Tenancy Act, I have issued an Order for the respondent to pay \$3050.00 to the applicant.

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 13, 2014

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Residential Tenancy Branch

