



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested return of double the pet and security deposits and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Is the tenant entitled to return of double the pet and security deposits paid in the sum of \$425.00 each?

Background and Evidence

The tenancy commenced on January 1, 2010. A pet and security deposit in the sum of \$425.00 each was paid.

There was no dispute that in September 2013 the property was sold to the respondents named in the application. The tenancy continued. On December 30, 2013 the tenant gave the landlord written notice ending the tenancy effective January 31, 2014. The notice, a copy of which was supplied as evidence, included the tenant's written forwarding address.

The landlord confirmed that the deposits were transferred to them, as part of the purchase of the home.

The landlord stated that they did not return the deposits or make a claim against the deposits.

The landlord supplied evidence that was in support of a claim for damages. The landlord did not submit an application for dispute resolution.

Analysis

Section 93 of the Act provides:

Obligations pass with transfer or assignment of land

93 *The obligations of a landlord under this Act with respect to a security deposit or a pet damage deposit run with the land or reversion.*

Therefore, at the point the sale of the home was completed I find that the tenancy continued and the respondents assumed the obligations of a landlord in respect to the deposits paid by the tenant.

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of the deposits paid.

The landlord confirmed that they did not repay the deposits and that they have not submitted a claim against the deposits.

Therefore, pursuant to section 38(6) of the Act, I find that the tenant is entitled to return of double each of the \$425.00 pet and security deposits paid to the landlord.

I find that the tenant's application has merit and that the tenant is entitled to recover the \$50.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

I find that the tenant has established a monetary claim, in the amount of \$1,750.00, which is comprised of double the \$425.00 pet and security deposits and \$50.00 in compensation for the filing fee paid by the tenant for this Application for Dispute Resolution.

Based on these determinations I grant the tenant a monetary Order in the sum of \$1,750.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant is entitled to return of double the pet and security deposits.

The tenant is entitled to filing fee costs.

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: June 10, 2014

Residential Tenancy Branch