



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants for a monetary order for return of all or part of the pet damage deposit or security deposit and to recover the filing fee from the landlord for the cost of the application. The details portion of the application specifies both a pet damage deposit and security deposit.

One of the tenants attended representing both tenants, and the landlord also attended. The parties provided evidentiary material in advance of the hearing to the Residential Tenancy Branch and to each other however, the tenant advised that he had received the landlord's evidence last Thursday by registered mail which is stamped by Canada Post July 24, 2014. The tenant did not object to the inclusion of the evidence, and no other issues respecting service or delivery of documents or evidence were raised.

The parties gave affirmed testimony and were given the opportunity to cross examine each other on the evidence and testimony provided, all of which has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Have the tenants established a monetary claim as against the landlord for return of the security deposit and pet damage deposit?

Background and Evidence

The tenant testified that this fixed term tenancy began in March or April, 2012, expired after one year and then reverted to a month-to-month tenancy which ultimately ended on April 30, 2014. Rent in the amount of \$1,500.00 per month was payable under the tenancy agreement, and there are no rental arrears.

The tenant further testified that the landlord collected a security deposit from the tenants in the amount of \$750.00 as well as a pet damage deposit in the amount of \$750.00 prior to the commencement of the tenancy. On March 19, 2014 the landlord was given notice of the tenants' intention to vacate the rental unit and forwarding address by way of email. A copy of the email has not been provided. The landlord responded to that email on March 30, 2014. A copy of that email has been provided, and in the contents the landlord specifically confirms receipt of the tenant's March 19 email.

The tenant has not received any portion of either of the deposits and has not been served with an application for dispute resolution by the landlord making a claim against the deposits.

The landlord testified that he provided the tenant with a list of items that the tenant ought to have repaired or cleaned. He attempted to have the tenants agree in writing that the landlord could keep the deposits, and believed that by acting within 15 days of the end of the tenancy, the landlord had complied with the *Act*, but the landlord did not make an application for dispute resolution.

Analysis

The Residential Tenancy Act states that a landlord must return a security deposit or pet damage deposit to a tenant within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or make an application for dispute resolution claiming against them within that 15 day period. If the landlord does neither, the landlord must be ordered to repay the tenant double.

In this case, I find that the landlord received the tenant's forwarding address in writing on March 30, 2014, being the date that the landlord responded to the tenant confirming that he had received it. The landlord did not make an application for dispute resolution and did not return the deposits by April 14, 2014, and therefore I find that the tenant is entitled to double.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$50.00 filing fee.

I hereby grant a monetary order in favour of the tenants for double the amount of the deposits, or \$3,000.00, plus \$50.00, totalling \$3,050.00

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,050.00.

This order is final and binding and may be enforced.

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: August 8, 2014

Residential Tenancy Branch

