



# Dispute Resolution Services

Page: 1

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 application specifies double the amount of the deposits.

Both tenants attended the hearing and gave affirmed testimony, however, despite being served with the Tenant's Application for Dispute Resolution, evidence and notice of hearing package by registered mail on May 30, 2014, no one for the landlord attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and the only participants who joined the call were the tenants. One of the tenants testified that the landlord was served on that date and in that manner and has provided a copy of the Canada Post tracking receipt and Canada Post cash register receipt as evidence, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony 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 all or part or double the amount of the pet damage deposit and security deposit?

### Background and Evidence

The first tenant testified that this fixed term tenancy began on July 15, 2013 and was to expire on July 13, 2014, although the tenants moved out of the rental unit on May 1, 2014. Rent in the amount of \$1,000.00 per month was payable in advance on the 1<sup>st</sup> day of each month. On June 18, 2013 the landlord collected a security deposit in the amount of \$500.00 as well as a pet damage deposit in the amount of \$500.00 from the tenants, which is still held in trust by the landlord.

The tenant further testified that both tenants and the landlord were present when the move-in condition inspection report was completed, however the tenant was not present for the move-out condition inspection report, the other tenant attended that meeting.

The tenant testified that the tenants made multiple phone calls to the landlord to request the deposits back but all messages left remained unanswered. They attended the landlord's home; the landlord was there but wouldn't answer the door.

The tenants have not been served with an Application for Dispute Resolution by the landlord and have not received back any portion of either of the deposits.

The other tenant testified that he was present when the move-out condition inspection report was completed on May 5, 2014, and the landlord and a property manager for the landlord were also present. The report was done on a form and the tenant personally wrote the tenants' forwarding address on the form that date.

The parties had a discussion about ending the tenancy early, and the property manager had a form prepared for the tenant to sign to agree that the landlord should keep the security deposit to avoid dispute resolution. The property manager told the tenant that upon signing, that would avoid the dispute resolution process and the landlord would then return the \$500.00 pet damage deposit. They would not let the tenant go until he signed it. The landlord did not sign the document and refused to do so stating that she wanted her husband to go over it. The tenant asked for a copy but has not received it.

After the hearing had concluded, the tenants were permitted to provide to me by facsimile a copy of the receipts for the deposits paid and a copy of the tenancy agreement, and were ordered to provide copies of the same to the landlord by regular mail. Those documents have been provided.

### Analysis

The *Residential Tenancy Act* states that a landlord must return a security deposit and pet damage deposit in full 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 must apply for dispute resolution claiming against the deposits within that 15 day period. If the landlord fails to do so, the landlord must be ordered to repay double the amounts.

In this case, in the absence of any evidence to the contrary, I find that the tenancy ended on May 1, 2014 and the landlord received the tenants' forwarding address in writing on the move-out condition inspection report on May 5, 2014. The landlord has not returned the deposits and has not applied for dispute resolution.

I have reviewed the documentation provided by the tenants after the hearing concluded and I am satisfied that the tenants paid to the landlord a security deposit in the amount of \$500.00 and a pet damage deposit in the amount of \$500.00 on June 18, 2013. I accept the undisputed testimony of the tenant that the landlord was provided with a forwarding address in writing during the move-out condition inspection on May 5, 2014.

I also accept that the landlord has not returned any portion of the deposits and has not made an application for dispute resolution claiming against them.

With respect to the testimony of the tenant that he signed a document agreeing that the landlord may keep \$500.00, I find that the agreement does not exist in that the landlord did not sign it or give a copy to the tenant.

Since the tenants have been successful with the application, the tenants are also entitled to recovery of the \$50.00 filing fee.

I hereby order the landlord to pay to the tenants the sum of \$2,050.00, being double the amount of the deposits and recovery of the filing fee.

### 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 \$2,050.00.

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: September 17, 2014

---

Residential Tenancy Branch

