



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the tenants seeking the return of double the security and pet deposits. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Are the tenants entitled to the return of double the security and pet deposits?

Background, Evidence

The tenants gave the following testimony:

The tenancy began on October 14, 2012 and ended on May 31, 2014. The tenants were obligated to pay \$900.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$450.00 security deposit and a \$450.00 pet deposit a year into their tenancy. The tenants stated that the landlord did not conduct or offer an opportunity to have a move in or move out condition inspection report in writing. The tenants stated that they provided their forwarding address on two occasions; once on the day of move out and again several weeks later.

The landlords gave the following testimony:

The landlords acknowledged receipt of the tenants forwarding address and that condition inspection reports were not done. The landlords stated that the reason they have withheld the deposits is that the tenant caused damage to the unit beyond the deposit amounts. In addition, the landlords stated that the tenants had a dog in the unit without their permission.

Analysis

The tenants stated that they are applying for the return of double the security deposit as the Landlord has not complied with the s. 38 of the *Residential Tenancy Act*.

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord **must do one** of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.**

As the landlord did not file for dispute resolution or return the deposits within 15 days as stated above I find that the tenants are entitled to the return of double the security and pet deposit for an award of \$1800.00.

The tenants are entitled to the return of their \$50.00 filing fee.

Conclusion

The tenant has established a claim for \$1850.00. I grant the tenant an order under section 67 for the balance due of \$1850.00. This order may be filed in the Small Claims Court and enforced 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: October 22, 2014

Residential Tenancy Branch

