



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This is an application for a monetary order for \$2200.00 and a request for recovery of the filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the tenant has established monetary claim against the landlord, and, if so, in what amount.

### Background and Evidence

The tenant paid a security deposit of \$550.00, and the pet deposit of \$550.00, on January 19, 2013 and the tenancy began on February 1, 2013.

The tenancy ended on June 30, 2014 and the tenant personally served the landlord with a forwarding address in writing on July 1, 2014.

The landlord has not returned any of the security/pet deposits to the tenant, nor has the landlord applied for dispute resolution to get an order to keep any or all of the security/pet deposits.

The tenant also testified that at no time has he given the landlord any written permission or verbal permission to keep any of his security/pet deposits.

The tenant is requesting an order for return of double his security/pet deposits and recovery of his filing fee

### Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security/pet deposit, get the tenants written permission to keep all or part of the security/pet 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/pet deposit.

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

This tenancy ended on June 30, 2014 and the landlord had a forwarding address in writing by July 1, 2014, and there is no evidence to show that the tenant's right to return of the deposits has been extinguished.

Therefore the landlord must pay double the amount of the security/pet deposits to the tenant.

The tenant paid a combined security/pet deposit of \$1100.00, and therefore the landlord must pay \$2200.00 to the tenant.

I also allow the request for recovery of the \$50.00 filing fee.

#### Conclusion

I have issued an order for the respondent to pay \$2250.00 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: February 24, 2015

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Residential Tenancy Branch

