



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 tenant 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 landlords for the cost of the application.

The tenant attended the hearing and gave affirmed testimony, however, despite being served with the Tenant's Application for Dispute Resolution and notice of this hearing, no one for the landlords attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the tenant. The tenant testified that 2 copies of the application and notice of hearing were sent in one envelope by registered mail on February 18, 2015 but he only put one name on it. The tenant has also provided a copy of both sides of the Registered Domestic Customer Receipt which contains a date stamp by Canada Post addressed to one of the named landlords, and I am satisfied that the landlord named on that receipt has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony of the tenant has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on February 1, 2013 and ended on January 15, 2015. Rent in the amount of \$680.00 per month was payable on the 1st day of each month, which was paid by electronic transfers, and there are no

rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$340.00 which is still held in trust by the landlords, and no pet damage deposit was collected.

The tenant further testified that on November 28, 2014 the landlord told the tenant that rent was being increased to \$750.00, and that the landlord wanted the tenant to move out within the next few months because the landlord intended to sell the rental unit.

The tenant gave the landlord a letter on December 29, 2014 stating that he had found another place to live and would be moving out prior to the end of January, 2015. A copy of the letter has been provided, which also contains the tenant's forwarding address. When the tenant returned the keys to the rental unit to the landlords, he reminded the landlord that they had his forwarding address to send the security deposit, but the landlord replied that they had no intention of returning it.

The tenant has not been served with an application for dispute resolution by the landlords claiming against the security deposit or for any other claim. The tenant seeks recovery of the security deposit and the filing fee.

Analysis

The *Residential Tenancy Act* is clear with respect to security deposits and pet damage deposits. A landlord has 15 days from the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return the deposits in full to the tenant or make an application for dispute resolution claiming against the deposits. If the landlord does neither, the landlord must be ordered to repay the tenant double the amount.

In this case, the tenant has provided a copy of a letter dated December 29, 2014 addressed to the landlord which contains a forwarding address in writing. The tenant testified that the letter was delivered to the landlord that day, and I accept that testimony. The tenant also testified that he moved out of the rental unit on January 15, 2015. I find that the landlords did not return the security deposit within 15 days of either of the date the tenancy ended or the date the landlords received the tenant's forwarding address in writing, and therefore, the tenant is entitled under the *Act* to double recovery, or \$680.00.

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

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord who was served with the Tenant's Application for Dispute Resolution and notice of this hearing, pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$730.00.

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: April 15, 2015

Residential Tenancy Branch

