



# 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 was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order for the return of double the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

During the Hearing the Landlord requested an adjournment in order to provide evidence of the purchase of the rental unit. The Landlord stated that he did not know he was to send in evidence before the hearing. The Tenant stated that she served the Landlord with the application, notice of hearing and evidence package by registered mail on October 20, 2014. The Landlord confirmed receipt of the Tenant’s package.

Rule 3.15 of the Act provides that a respondent must provide it evidence to the applicant and the Residential Tenancy Branch no less than 7 days before the hearing. Noting the length of time that was available to the Landlord to respond to the Tenant’s claim and to provide any evidence it may have in order to dispute the claim and considering the prejudice to the Tenant in delaying the matter, I declined the Landlord’s request for an adjournment.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Background and Evidence

The following is undisputed evidence: The tenancy started on October 1, 2005 and ended on September 1, 2014. At the outset of the tenancy the Landlord collected \$800.00 as a security deposit and \$800.00 as a pet deposit. The Tenant provided its forwarding address in writing on September 24, 2015. The Landlord has not returned the security deposit and has not made an application for dispute resolution to claim against the security deposit.

The Tenant states that after giving her notice to end the tenancy but before the tenancy ended the previous landlord told her that the unit was sold. The Tenant provided email correspondence from the previous landlord in relation to the sale and the security deposit. The Tenant claims return of double the security deposit.

The Landlord states that the unit was purchased as an empty house and that there was nothing else in the agreement. The Landlord states that the previous landlord is responsible for returning the security deposit. The Landlord states that the Tenant was supposed to clean the unit and that they wish to make a claim for rent.

Analysis

Section 1 of the Act defines landlord to include an owner of the rental unit. Policy Guideline #17 provides that the obligations of a landlord with respect to a security deposit run with the land or reversion; if the landlord changes, the new landlord retains these obligations. Based on the undisputed evidence that the Respondent is the owner of the unit, and considering the Tenant's evidence that the Respondent became the owner before the end of the tenancy, I find that the Respondent is the new Landlord and carries the obligations of the tenancy in relation to the security deposit.

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenant double the combined security and pet deposit of **\$1,600.00** plus interest of **\$17.69** for a total amount of **\$3,217.69**. The Tenant is also entitled to return of the **\$50.00** filing fee for a total entitlement of **\$3,267.69**.

#### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$3,267.69**. If necessary, 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: May 20, 2015

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Residential Tenancy Branch

