



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides on March 12, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on July 15, 2015. The tenant was \$1300 per month payable on the 15th day of each month. The tenant(s) paid a security deposit of \$750 on June 18, 2014.

The tenancy ended on January 15, 2015. .

The tenant(s) provided the landlord with his/her their forwarding address in writing on February 1, 2015. .

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Analysis

The tenants paid a security deposit of \$750 on June 18, 2014. I determined the tenancy ended on January 15, 2015. I further determined the tenants provided the landlord with their forwarding address in writing on February 1, 2015. The parties have not agreed in writing that the landlord can retain the security deposit. The landlord does not have a monetary order against the tenants and the landlord failed to file an Application for Dispute Resolution within the 15 days from the later of the end of tenancy or the date the landlord receives the tenants' forwarding address in writing.

On April 8, 2015 the landlord wrote to the Residential Tenancy Branch stating she has claims against the tenant and providing receipts. The letter is confusing in that it is addressed to the Branch to the attention of DS who was the tenant's agent. There is no indication that the landlord has filed an Application for Dispute Resolution or paid a filing fee (necessary in order to file an Application for Dispute Resolution unless the filing fee is waived by the Branch). Further, even if the landlord had filed a claim on April 8, 2015 it was not within the 15 days time period of receiving the tenant's forwarding address in writing. As a result I determined the tenants have established a claim against the landlord for double the security deposit ($\$750 \times 2 = \1500).

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$1500 plus the sum of \$50 in respect of the filing fee for a total of \$1550.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: July 15, 2015

Residential Tenancy Branch

