



Dispute Resolution Services

Page: 1

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 the applicants and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlords by mailing, by registered mail to where the landlords reside on March 6, 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 tenants are entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenants are 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 August 24, 2014. Each tenant paid rent of \$700 per month in advance for a total of \$1400. Each tenant paid a security deposit of \$700 at the start of the tenancy for a total of \$1400. The amount of the security deposit is double what is permitted under the Residential Tenancy Act.

The tenancy ended on December 24, 2014.

The tenant(s) provided the landlord with his/her their forwarding address in writing by mailing, by registered mail addressed to the respondents on February 13, 2015. The Act provides that it is deemed received 5 days later.

On February 19, 2015 the landlords attempted to pay each tenant \$262.75 by Interac e-Transfer but they refused to accept the attempted payment. .

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 security deposit totalling \$1400 at the start of the tenancy. I determined the tenancy ended on December 24, 2014. I further determined the tenants provided the landlord with their forwarding address in writing on February 18, 2015 (5 days after mailing on February 13, 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. The landlord attempted to return \$525.50 of the security deposit (\$262.75 each) within 15 days of receiving the tenants' forwarding address but it was refused by the tenants. I determined the landlord has sufficiently tendered a part payment of \$525.50 which is to be considered for the purposes of calculating the doubling of the deposit. As a result I determined the tenants have established a claim for doubling the security deposit held by the landlord in the sum of \$1749 calculated as follows: $(\$1400 - \$525.50 = \$874.50 \times 2 = \$1749)$. In

addition the tenants are entitled to the \$525.50 payment which they did not accept when originally tendered for a total of \$2274.50.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$2274.50 plus the sum of \$50 in respect of the filing fee for a total of \$2324.50.

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 08, 2015

Residential Tenancy Branch

