



# 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 personally served on the landlord on March 8, 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 April 1, 2012 with rent at \$1100 per month. The written tenancy agreement provides that the tenant(s) paid a security deposit of \$550 at the start of the tenancy. The tenant testified she believes that she paid a pet damage deposit of \$550

as well. However, she has been unable to access her financial records to confirm this. The landlord testified they never received a pet damage deposit from the tenant.

The tenancy ended on January 31, 2015. .

The tenant(s) provided the landlord with his/her their forwarding address in writing on December 31, 2014.

### 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 \$550 on or about April 1, 2012. The determined the tenant has failed to prove that she paid a pet damage deposit. I determined the tenancy ended on January 31, 2015. I further determined the tenants provided the landlord with their forwarding address in writing on December 31, 2014. 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. As a result I determined the tenants have established a claim against the landlord in the sum of \$1100 for double the security deposit ( $\$550 \times 2 = \$1100$ ).

I dismissed the claim for the doubling of the pet damage deposit as the tenant failed to prove that she made such a payment.

Further I dismissed the tenant's claim for the payment of an appliance technician. The tenant did not request or obtain the permission of the landlord for this repair. The tenant failed to produce the invoice. The landlord testified he has a receipt from the applicant repair person that there was nothing wrong with the machine.

The landlord testified she as a claim against the tenant which totals over \$8000. The landlord must first file this claim in order for it to be considered.

Monetary Order and Cost of Filing fee

**I ordered the landlord(s) to pay to the tenant the sum of \$1100 plus the sum of \$50 in respect of the filing fee for a total of \$1150.**

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

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Residential Tenancy Branch

