



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 by mailing, by registered mail to the address for delivery given by the landlord. A search of the Canada Post Tracking service indicates the documents were accepted for service on March 16, 2015 by a party who the landlord recognized as being a relative. The landlord was present at the hearing. 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 tenancy agreement that provided that the tenancy would start on July 1, 2014. Each tenant paid rent of \$450 payable in advance on the first day of

each month. The tenants paid a security deposit of \$200 each for a total of \$400 at the start of the tenancy. The tenancy ended on January 31, 2015.

The tenant(s) provided the landlord with his/her their forwarding address in writing on February 15, 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 \$400 on or about July 1, 2014. I determined the tenancy ended on January 31, 2015. I further determined the tenants provided the landlord with their forwarding address in writing on February 15, 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.

Policy Guideline #17 includes the following statement:

“3. Unless the tenant has specifically waived the doubling of the deposit, either on an application for the return of the deposit or at the hearing, the arbitrator will order the return of double the deposit:

- If the landlord has not filed a claim against the deposit within 15 days of the later of the end of the tenancy or the date the tenant's forwarding address is received in writing;

...

- whether or not the landlord may have a valid monetary claim. “

The landlord stated he has a claim against the tenant for non-payment of rent and utilities and damages to the rental unit. The landlord has not filed an Application for Dispute Resolution as yet. The landlord retains the right to file such an Application.

The Application for Dispute Resolution does not seek an order for the doubling of the deposit. However, at the hearing the tenant stated she was unaware she could make such a claim and she was not waiving her claim for double the deposit. As a result I determined the tenants have established a claim against the landlord for double the security deposit or the sum of \$800.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$800 plus the sum of \$50 in respect of the filing fee for a total of \$850.

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 21, 2015

Residential Tenancy Branch

