



# 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. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

### Preliminary Matter:

The agent for the landlord requested an adjournment. He stated his mother was unable to attend the hearing because she was attending another meeting. The tenant objected. She testified the hearing date has been set since February and she wished to proceed at this time. After hearing the submission of both parties I determined this was not an appropriate case to grant an adjournment. The agent failed to present sufficient evidence to establish that the landlord's attendance at another meeting should take precedence over this hearing. Further, the hearing is being conducted by conference call and he failed to present sufficient reason why his mother could not step out and participate in this hearing.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the respondent by mailing, by registered mail to where the respondent resides on February 6, 2015. It is deemed received 5 days later. 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 June 15, 2014 and continue on a month to month basis. The rent is \$550 per month payable on the 15<sup>th</sup> day of each month. The tenant(s) paid a security deposit of \$300 on May 20, 2014.

The tenancy ended on October 31, 2014.

The tenant(s) provided the landlord with his/her their forwarding address in writing on October 31, 2014. In addition the tenant provided the landlord with her forwarding address in writing a second time by letter dated January 9, 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 \$300 on May 20, 2014. I determined the tenancy ended on October 31, 2015. I further determined the tenant provided the landlord with her forwarding address in writing on October 31, 2014 and again on January 9, 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. As a result I determined the tenants have established a claim against the landlord for double the security deposit or the sum of \$600

Monetary Order and Cost of Filing fee

**I ordered the landlord(s) to pay to the tenant the sum of \$600 plus the sum of \$50 in respect of the filing fee for a total of \$650.**

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.

The agent for the landlord stated the landlord has claims against the tenant. The landlord is entitled to bring a claim but she must first file an Application for Dispute Resolution. The success or failure of the landlord's claim does not affect the tenant's claim.

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: August 13, 2015

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Residential Tenancy Branch

