



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in response to the tenants' application for a Monetary Order to recover double the security deposit.

The tenant AB and the landlord WF attended the conference call hearing and gave sworn testimony. The landlords and tenants provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Are the tenants entitled to a Monetary Order to recover the security deposit?

Background and Evidence

The parties agreed that this month to month tenancy started on September 30, 2012. Rent for this unit was \$750.00 per month and was due on the first day of each month in advance. The tenants paid a pet deposit of \$375.00 on September 28, 2012. The tenancy agreement has been provided in evidence which shows no further deposit was paid.

The tenant testified that the landlords have failed to return the pet deposit within 15 days of receiving the tenants' forwarding address in writing. The tenant testifies that the forwarding address was provided to the landlord on October 07, 2014 by email and was sent by registered mail on December 12, 2014. The tenant has provided a copy of the note containing the tenants' forwarding address in evidence. The tenant testifies that the landlord was not given written permission to keep all or part of the pet deposit and has not returned it or filed an application to keep it with 15 days of receiving the tenants' forwarding address in writing. The tenants therefore seek to recover double the pet deposit to an amount of \$750.00.

The landlord agreed that he did receive the tenants' forwarding address in writing on December 22, 2014. An attempted delivery was made by Canada Post on December 21, 2014 and the tenant collected the mail on December 22, 2014. The landlord testifies that there were damages found in the unit and the landlord then kept part of the pet deposit. The landlord testified that he sent the tenant an email transfer for \$300.00 on January 31, 2015; however, the tenants did not accept this and had it six days before they filed their application for dispute resolution.

The tenant testified that the landlord did offer \$300.00 but should have returned the pet deposit in full or filed an application to keep it. The tenants did not accept the \$300.00 e-transfer.

Analysis

Section 38(1) of the *Residential Tenancy Act (Act)* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security or pet deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security or pet deposit then pursuant to section 38(6)(b) of the

Act, the landlord must pay double the amount of the security or pet deposit to the tenant.

Therefore, based on the above and the evidence presented I find that the landlords did receive the tenants' forwarding address in writing on December 22, 2014. As a result, the landlords had until January 06, 2015 to return all of the tenants' pet deposit. As the landlord failed to do so, the tenants have established a claim for the return of double the pet deposit to an amount of **\$750.00**, pursuant to section 38(6)(b) of the *Act*. There has been no accrued interest on the security deposit for the term of the tenancy.

Conclusion

For the reasons set out above, I grant the tenants a Monetary Order pursuant to s. 38(6)(b) and s. 67 of the *Act* in the amount of **\$750.00**. This Order must be served on the Respondents and may then be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court if the Respondents fail to comply with the Order.

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 20, 2015

Residential Tenancy Branch

