



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 the applicant and in the absence of a representative of the respondent 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 by mailing, by registered mail to where the landlord carries on business on April 24, 2015. The tenant testified the landlord received the documents as evidence by a search at the Canada Post tracking service and the fact the landlord recently provided him with documents disputing his claim that had the Residential Tenancy Branch file number on the bottom. 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 one year fixed term written tenancy agreement that provided that the tenancy would start on April 1, 2014 and end on March 31, 2015. The rent was \$1150 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$575 on March 17, 2015 and a pet damage deposit of \$575 by April 30, 2015. The tenancy ended around the middle of July 2014. The tenant provided the

landlord with his forwarding address in writing around the end of June. The landlord returned the security deposit by mail within 15 days of the end of tenancy. However, the landlord retained the pet damage deposit of \$575.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit/pet damage 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/pet damage deposit..

Analysis

The tenant paid a pet damage deposit of \$575 on or before April 30, 2014. I determined the tenancy ended on July 15, 2015. I further determined the tenant provided the landlord with his forwarding address in writing on or about June 30, 2014. The parties have not agreed in writing that the landlord can retain the pet damage 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 tenant has established a claim against the landlord for double the pet damage deposit or the sum of \$1150.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$1150 plus the sum of \$50 in respect of the filing fee for a total of \$1200.

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: September 25, 2015

Residential Tenancy Branch

