



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$2850 for double the security deposit.
- b. An order to recover the cost of the filing fee.

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 served on the landlord by mailing, by registered mail to where the landlord resides on August 25, 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 February 1, 2014 end on January 31, 2015 and become month to month after that. The rent was \$1900 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$950 and a pet damage deposit of \$475 on February 1, 2014 for a total of \$1425.

The tenancy ended on July 31, 2015. The tenant(s) provided the landlord with his/her their forwarding address in writing on July 31, 2015.

The landlord mistakenly thought he had a month to deal with the deposits. On August 31, 2015 he wrote the tenants stating they owed utility bills of \$78.97. On December 3, 2015 the landlord gave the tenants a cheque in the sum of \$1425 for the return of the damage deposit and pet damage deposit. The tenant testified they mailed the landlord a cheque in the sum of \$78.97 to cover his utility claim.

### 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 and pet damage deposit totalling \$1425 on February 1, 2014. I determined the tenancy ended on July 31, 2015. I further determined the tenants provided the landlord with their forwarding address in writing on July 31, 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. The landlord returned the security deposit and pet damage deposit in the sum of \$1425 on December 3, 2015 but that was well after the 15 day period. As a result I determined the tenants have established a claim against the landlord for double the security deposit less what the landlord returned or the sum of \$1425 ( $\$1425 \times 2 = \$2850 - \$1425$  returned = \$1425)..

### Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$1425 plus the sum of \$50 in respect of the filing fee for a total of \$1475.

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: December 14, 2015

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Residential Tenancy Branch

