



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 \$850 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 the applicant and in the absence 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 served on the respondent by mailing by registered mail to where the respondent resides on November 27, 2015. It was received by the respondent on personally served on December 10, 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 November 1, 2014 with rent of \$1300 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$650 at the start of the tenancy.

The tenancy ended on September 1, 2015.

The tenants provided the landlord with a forwarding address by e-mail in early September. The landlord originally provided the tenants with a cheque for the entire amount of the security deposit. However, the tenants inadvertently destroyed the cheque and it could not be cashed. The tenants asked for a replacement cheque. In early October the landlord provided the tenants with a cheque in the sum of \$500.

The tenants subsequently approached the Residential Tenancy Branch. They advised them that notice had to be in writing and signed by the tenant. In late October the tenants wrote the landlord demanding the return of \$150 and providing the landlord with their forwarding address. The landlord received this mail on November 3, 2015. The landlord failed to return the \$150.

Based on the evidence presented I determined the tenants provided the landlord with their forwarding address in writing on November 3, 2015. At that time the landlord held \$150 of the security deposit.

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 \$650 at start of the tenancy. I determined the tenancy ended on September 1, 2015. I further determined the tenants provided the landlord with their forwarding address in writing on November 3, 2015. At that time the landlord had returned \$500 of the security deposit and held \$150. 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 held by the landlord or the sum of \$300 ($\$150 \times 2 = \300)..

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$300 plus the sum of \$50 in respect of the filing fee for a total of \$350.

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: January 19, 2016

Residential Tenancy Branch

