



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This is an application brought by the tenant requesting a monetary Order in the amount of \$3000.00 and recovery of the \$50.00 filing fee.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on August 31, 2015; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant's testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on November 1, 2014 with a monthly rent of \$1500.00.

The applicant further testified that a security deposit of \$750.00 and the pet deposit of \$750.00 were both paid on October 24, 2014, as is reflected in the tenancy agreement provided for this hearing.

The applicant further testified that this tenancy ended on July 31, 2015, and that on August 5, 2015 a forwarding address in writing was sent to the landlord by registered mail, requesting return of their security/pet deposit.

The applicant further stated that, as of today's date, the landlords have refused to return the deposit and they have not received any notice of an application by the landlord to keep any of the deposit.

The tenants are therefore requesting an Order for return of double their security/pet deposit for a total of \$3000.00, and are requesting recovery of their \$50.00 filing fee.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security/pet deposit, get the tenants written permission to keep all or part of the security/pet deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security/pet deposit.

The landlords have not returned the tenants security/pet deposit or applied for dispute resolution to keep any or all of tenant's security/pet deposit and the time limit in which to apply is well now past.

This tenancy ended on July 31, 2015 and a forwarding address in writing was sent to the landlords, by registered mail, on August 5, 2015 and therefore pursuant to Section 90 of the Residential Tenancy Act it is deemed received on August 10, 2015.

There is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlords must pay double the amount of the security/pet deposit to the tenant.

The tenant paid a combined security/pet deposit of \$1500.00 and therefore I Order. Pursuant to section 38(6)(b) of the Residential Tenancy Act, that the landlords must pay \$3000.00 to the tenant.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

I have issued an Order for the respondents to pay \$3050.00 to the applicant.

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: March 01, 2016

Residential Tenancy Branch

