



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks a monetary order in the sum of \$540 for the security deposit.

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

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to the return of double the security deposit/pet deposit?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on February 15, 2014 with rent as \$1080 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$540 at the start of the tenancy.

The tenancy ended on September 30, 2015.

The tenant(s) provided the landlord with her forwarding address in writing on September 30, 2015.

The landlord withheld the deposit pending the resolution of the tenant's utility account. He testified the tenant gave him a runaround and it was not able to determine whether the account was paid. The tenant testified she was not able to pay the account until the final due date. However, by that time it had been applied to the landlord's account. The landlord paid the \$110 on the account. The tenant has consented that this can be applied to reduce the tenant's claim.

The landlord returned \$430 on November 2, 2015.

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 \$540 on February 15, 2014. I determined the tenancy ended on September 30, 2015. I further determined the tenants provided the landlord with their forwarding address in writing on September 30, 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. As a result I determined the tenant has established a claim against the landlord for double the security deposit minus what was returned (\$430). In addition the tenants stated they consent to the landlord retaining \$110 from the security deposit as it was used to pay the utility bill which was the tenant's responsibility. The tenant has established a claim a claim against the landlord in the sum of \$540.

The law provides in situation like this that the landlord must file an Application for Dispute Resolution within 15 days of the later of the end of the tenancy or the date the landlord receives the tenant's forwarding address in writing to avoid the doubling of the security/pet deposit..

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$540.

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: March 24, 2016

Residential Tenancy Branch