



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 \$600 for 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 applicants 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 Respondents by mailing, by registered mail to where the Respondents reside on December 20, 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 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 August 29, 2015 and end on August 29, 2016. The rent was \$1200 per month payable in advance on the 26th day of each month. The tenant(s) paid a security deposit of \$600 at the start of the tenancy.

The parties mutually agreed to end the tenancy on November 30, 2015.

The tenant(s) provided the landlord with his/her their forwarding address in writing on November 15, 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.

Analysis

The tenants paid a security deposit of \$600 at the start of the tenancy. I determined the tenancy ended on November 30, 2015. I further determined the tenants provided the landlord with their forwarding address in writing on November 15, 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 tenants have established a claim against the landlord for the return of their deposit. The tenants were given the opportunity to withdraw this claim and file another Application seeking the doubling of the security deposit. They chose to pursue this claim.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenants the sum of \$600 plus the sum of \$50 in respect of the filing fee for a total of \$650.

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 29, 2016

Residential Tenancy Branch