



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD, MNDC

Introduction

This is an application brought by the tenant(s) requesting a Monetary Order in the amount of \$2438.10.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

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

Background and Evidence

The parties agree that this tenancy began on June 28, 2015 and that the tenancy ended at the end of January 2016.

The parties also agree that a security deposit of \$1325.00 and a pet deposit of \$500.00 were paid on June 8, 2015.

The parties also agree that a further \$500.00 pet deposit was paid on June 28, 2015.

The parties also agree that the tenant supplied the landlord with a forwarding address in writing on February 4, 2016.

Therefore the total amount of deposits held by the landlord is as follows:

Security deposit	\$1325.00
Initial pet deposit	\$500.00
Further pet deposit	\$500.00
Total	\$2325.00

The tenant testified that the landlord has failed to return any of their deposits even though the landlord was given a forwarding address in writing both by text message on February 4, 2016, and by registered mail that was mailed February 17, 2016.

The tenants are therefore requesting an Order for the return of those deposits, an Order for recovery of their \$100.00 filing fee, and requesting an Order for the landlord to pay the registered mail cost of \$13.10.

The landlord testified that she returned \$1395.65 of the tenant's deposits, by check, to the tenants by mail; however the check was never cashed and therefore she put a stop-payment on the check.

The landlord further testified that she had made deductions from the security/pet deposits for cleaning and damage to the carpet.

The landlord further testified that the tenants had not given her any written permission to keep any of the security/pet deposits and she had not applied for dispute resolution to keep any of the security/pet deposits, however she had inform the tenants at the moveout inspection, that deductions may be required from the deposits for cleaning.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security/pet deposits, get the tenants written permission to keep all or part of the security/pet deposits, 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 deposits.

The landlord claims that she attempted to return a portion of the tenants security/pet deposits, however she did not apply for dispute resolution to keep any of tenant's security/pet deposits and the time limit in which to apply is now past.

This tenancy ended at the end of January 2016 and the landlord has admitted that she had a forwarding address in writing by February 4, 2016 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore even though the tenant has not applied for double the security/pet deposit, I am required to Order that the landlord must pay double the amount of the security/pet

deposits to the tenant, less any amount that has already been returned; however since at this time the landlord holds the full deposits, no deduction will be made from the Order.

As stated above, the tenants paid a total of \$2325.00 in security/pet deposits, and therefore the landlord must pay \$4650.00 to the tenants.

I also allow the tenants request for recovery of the \$100.00 filing fee.

I will not allow the tenants claim for registered mail costs as this is a cost of the dispute resolution process, and I do not have the authority to award costs other than the filing fee.

Conclusion

Pursuant to sections 38, 67 and 72 of the Residential Tenancy Act I have issued a Monetary Order for the respondent to pay \$4750.00 to the applicants.

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: April 12, 2016

Residential Tenancy Branch

