



# Dispute Resolution Services

Page: 1

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 a monetary order in the sum of \$725 for the return of double 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. At the request of the applicant I ordered that the style of cause of the Application for Dispute Resolution be amended to correctly identify the Applicant.

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 carries on business. With respect to each of the applicant's claims I find as follows:

### 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

On September 7, 2015 the parties agreed to a tenancy agreement which was to start on October 1, 2015. The rent was to be \$725 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$362.50 on September 7, 2015. .

Around the middle of September 2015 the tenant advised the landlord she would not be moving in and asked for the return of the security deposit. The landlord refused. The tenant provided the landlord with her forwarding address in writing on October 7, 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 \$362.50 on September 7, 2015. I determined the tenancy ended on around the middle of September when the tenant advised the landlord she was not moving in. I further determined the tenants provided the landlord with their forwarding address in writing on October 7, 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 in the sum of \$725.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$725.

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.

Conclusion:

In conclusion I ordered the landlord to pay to the tenant the sum of \$725.

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: July 21, 2016

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Residential Tenancy Branch

