



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking a monetary order for return of all or part of the pet damage deposit or security deposit.

Both tenants and one of the landlords attended the hearing, and the landlord also represented the other named landlord. The hearing procedure was explained to the parties who agreed that they understood the process, that the tenants would testify first and the landlord would be given an opportunity to question each of them. Then the landlord would testify and the tenants would be given the opportunity to question the landlord.

However, only one of the tenants gave affirmed testimony and the landlord was provided with the opportunity to question the tenant.

The tenant testified that all evidentiary material was provided to the landlord, and no issues with respect to service or delivery of documents or evidence were raised.

Issue(s) to be Decided

Have the tenants established a monetary claim as against the landlords for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on February 1, 2015 and ended on October 31, 2016. Rent in the amount of \$1,600.00 per month was payable on the 1st day of each month and there are no rental arrears. On January 12, 2015 the landlords collected a security deposit from the tenants in the amount of \$800.00, and no

pet damage deposit was collected. The rental unit is a single family dwelling and a copy of the tenancy agreement has been provided.

The tenant further testified that the landlord had served a 1 Month Notice to End Tenancy for Cause to the tenants for not paying a pet damage deposit. The tenants disputed the notice and a hearing was held on November 1, 2016. The tenants moved out of the rental unit on October 31, 2016 in accordance with the notice to end the tenancy.

The tenants sent to the landlord a letter on October 25, 2016 by registered mail which contained the tenants' forwarding address, a copy of which has been provided. It is dated October 21, 2016, and also provided are a Canada Post cash register receipt dated October 25, 2016 and 2 Registered Domestic Customer Receipts addressed to each of the landlords, as well as 2 Canada Post print-outs showing that the landlords both received their letters on October 28, 2016.

The landlords have not returned any portion of the security deposit to the tenants and have not served the tenants with an application for dispute resolution claiming against it.

During cross examination, the landlord was disruptive and during my attempt to call order to the hearing, the landlord became very abusive, calling me a fucking cunt, told me to fuck myself, told both tenants to fuck off and fuck themselves. The landlord abruptly exited the conference call hearing.

The tenant testified that the same type of behavior from the landlord was the reason the tenants vacated the rental unit.

Analysis

The *Residential Tenancy Act* is very clear with respect to security deposits and pet damage deposits. A landlord must return to a tenant a security deposit and any pet damage deposit in full within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or must make an application for dispute resolution claiming against the deposit(s) within that 15 day period. If the landlord does neither, the landlord must repay the tenant double the amount.

In this case, it is clear that the landlords received the tenants' forwarding address in writing prior to the tenants vacating the rental unit, but have not filed an application for

dispute resolution claiming against the deposit and have not returned any portion. I accept the undisputed testimony of the tenant that the tenancy ended on October 31, 2016, and the landlords received the tenants' forwarding address in writing on October 28, 2016. Therefore, I find that the tenants have established a claim for double the amount, or \$1,600.00.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,600.00.

This order is final and binding and may be enforced.

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: January 03, 2017

Residential Tenancy Branch