



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order to retain the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

Both Tenants attended the hearing to dispute the claims made by the Landlord. The Landlord did not attend the hearing.

Pleadings and Evidence

The Landlord did not complete and provide a monetary order worksheet or provide any itemized basis for the global amount claimed in its application. The Landlord provided no invoices, bills or receipts with the application to establish that any costs being claimed were incurred. The Tenants confirmed that they attended both a move-in and move-out inspection, provided their forwarding address in writing on the move-out report and paid a combined amount of \$1,200.00 for the security and pet deposit at the outset of the tenancy. The global amount claimed by the Landlord exceeds the combined pet and security deposits.

Analysis

Section 62 of the Act provides that an application for dispute resolution may be dismissed if the application is frivolous. Black’s Law Dictionary defines a pleading as frivolous when “. . . it is clearly insufficient on its face, and does not controvert the material points of the opposite pleading, and is presumably interposed for mere purposes of delay . . .”

Given that the Landlord provided no evidence of costs for the global claimed amount, provided no monetary order worksheet itemizing any costs that would result in the global amount claimed and considering that the amount claimed is greater than the security and pet deposits paid, I find that on its face the application is clearly insufficient. Further the Landlord failed to attend the hearing to pursue its claims made in the application. For these reasons I find that the Landlord's application is frivolous and apparently made for the purpose of delaying the return of the security and pet deposit to the Tenants. I therefore dismiss the Landlord's application.

Policy guideline #17 provides that an order for return of double the security deposit will be ordered if the landlord has filed a claim against the security deposit that is found to be frivolous. Given that the Landlord's application has been found to be frivolous and has been dismissed, I order the Landlord to return double the combined pet and security deposit plus zero interest in the amount of \$2,400.00.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$2,400.00**. If necessary, this order may be filed in the Small Claims 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: April 19, 2017

Residential Tenancy Branch