Dispute Resolution Services

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 for the return of his security deposit.

A hearing was conducted by conference call in the presence of the applicant 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 personally served on the respondent on November 23, 2016. With respect to each of the applicant's claims I find as follows:

Issues 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:
The parties entered into a tenancy agreement that provided that the tenancy would start on October 1, 2015. The rent was 750 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of $375 prior to the start of the tenancy.

The tenancy ended on October 15, 2016 when the Tenant vacated the rental unit.

The tenant(s) provided the landlord with his/her their forwarding address in writing on October 15, 2016.

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 unless the Tenant has specifically waived the doubling. .

Analysis

The tenants paid a security deposit of $375 on or before October 1, 2015. I determined the tenancy ended on October 15, 2016. I further determined the tenant provided the landlord with his forwarding address in writing on October 15, 2016. 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. The tenant testified he was unaware he could request the doubling of the security deposit. He stated he did not wish to waive the doubling of the deposit. As a result I determined the tenants have established a claim against the landlord for double the security deposit or the sum of $750 ($375 x 2 = $750)..

Monetary Order and Cost of Filing fee
I ordered the landlord(s) to pay to the tenant the sum of $750. The Application for Dispute Resolution did not include a claim to recover the cost of the $100 filing fee and as a result no order is made for the reimbursement of the filing fee.

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 $750.

This decision is final and binding on both parties.

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: May 24, 2017

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Residential Tenancy Branch