



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC, FF, CNC

Introduction

On May 20, 2017, the Tenants submitted an Application for Dispute Resolution for the Landlord to return of all or part of the pet damage deposit or security deposit; for the Landlord to comply with the Act; and to recover the filing fee for the Application.

The Tenant, Mr. Z.W. appeared at the hearing; however the Landlord did not. The Tenant testified that he served the Notice of Hearing to the Landlord using registered mail sent on May 29, 2017. The Tenant testified that he has not been able to make any other contact with the Landlord because the Landlord has blocked his phone number and emails. The Tenant testified that the Landlord moved into the rental unit after they moved out, so the registered mail was sent to the Landlord at the dispute address.

I find that the Landlord has been served with the Notice of Hearing in accordance with sections 89 and 90 of the Act.

The Tenant provided affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant testified that he moved out of the rental unit on March 31, 2017. The Tenant is not seeking to cancel a notice to end tenancy.

Issues to be Decided

- Are the Tenants entitled to the return of the security deposit?
- Are the tenants entitled to the return of their key deposits?

- Are the Tenants entitled to recover the cost of the filing fee?

Background and Evidence

The Tenant testified that the tenancy began in June or July of 2016. Rent in the amount of \$2,600.00 was due by the first day of each month. The Tenants paid the Landlord a security deposit of \$1,275.00. The Tenant testified that he had a roommate who moved in at the same time and was part of the same tenancy agreement.

The Tenant testified that they moved out of the unit on March 31, 2017.

The Tenant testified that after the Landlord did not return the deposits, he contacted the Residential Tenancy Branch and he was informed to send the Landlord a letter containing his forwarding address and a request for the return of the deposits.

The Tenant testified that he sent a letter containing his forwarding address to the Landlord by registered mail on May 2, 2017.

The Tenant testified that the Landlord did not return the security deposit or key deposits to him or his roommate.

The Tenant testified there was no agreement that the Landlord was permitted to keep the deposits. The Tenant testified that the Landlord said she wanted to keep the deposit due to her allegation of damage to the rental unit. The Tenants provided documentary evidence of the conversation where the Landlord said she wanted to keep the deposits.

The Tenant applied for dispute resolution for this hearing on May 20, 2017.

Analysis

Section 38 (1) of the Act states that within 15 days after the later of the date the tenancy ends, and the date the Landlord receives the Tenant's forwarding address in writing, the Landlord must repay any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

The Tenant provided the Landlord with his forwarding address in writing in May 2017. The Landlord had an opportunity to make a claim against the security deposit or return it, but failed to do either.

The Landlord breached the requirements under section 38 of the Act. Pursuant to section 38(6) of the Act, the Landlord must pay the Tenant double the amount of the security deposit and pet damage deposit.

I order the Landlord to pay the Tenant \$2,550.00 which is double the amount of the security deposit.

I also find that the Landlord failed to return the key deposit to the Tenants. I order the Landlord to return the key deposits in the amount of \$400.00 to the Tenants.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution.

The Tenants have established a monetary claim in the amount of \$3,050.00. I grant the Tenants a monetary order in the amount of \$3,050.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlord is cautioned that costs of such enforcement are recoverable from the Landlord.

Conclusion

The Landlord failed to return the security deposit to the Tenants in accordance with the legislation.

The Tenants are granted double the amount of the security deposit in the amount of \$2,550.00 and the \$100.00 cost of the filing fee for the application.

The Landlord failed to return a key deposit to the Tenants. The Landlord is ordered to return the key deposits of \$400.00.

I grant the Tenants a monetary order in the amount of \$3,050.00.

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: November 01, 2017

Residential Tenancy Branch