



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD, OLC, RPP

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$1900
- b. An order for the return of the security deposit and pet damage deposit.
- c. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- d. An order for the return of personal property.
- e. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of the applicants 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 served on the landlord by mailing, by registered mail to where she resides. A search of the Canada Post tracking service indicates the landlord signed for the package on August 15, 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to a monetary order and if so how much?
- b. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a 6 month fixed term written tenancy agreement that provided that the tenancy would start on January 1, 2017 and end on June 30, 2017. The tenancy agreement provided that the rent was \$1450 per month payable in advance on

the 31st day of the previous month. The tenant(s) paid a security deposit of \$725 and a pet damage deposit of \$725 for a total of \$1450 on January 1, 2017.

The tenancy ended on June 29, 2017.

The tenant(s) provided the landlord with his/her their forwarding address in writing on by mailing, by registered mail to where the landlord resides on July 5, 2017.

The tenants testified they were not waiving their right to the doubling of the security deposit/pet damage deposit.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit/pet damage 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/pet damage deposit. The Policy Guidelines provide the tenants are entitled to the doubling of the security deposit/pet damage deposit unless they specifically waive this right.

Analysis

The tenants paid a security deposit of \$725 and a pet damage deposit of \$725 for a total of \$1450 on January 1, 2017. I determined the tenancy ended on June 29, 2017. I further determined the tenants provided the landlord with their forwarding address in writing on July 5, 2017. 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 tenants stated they were not waiving the doubling of the security deposit/pet damage deposit. As a result I determined the tenants have established a claim against the landlord for double the security deposit and pet damage deposit in the sum of \$1450 ($\$1450 \times 2 = \2900). .

The tenants stated they were withdrawing their claim to recover an overpayment of the utilities. As a result I dismissed the claim to recover an overpayment of utilities with liberty to re-apply.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenants the sum of \$2900 plus the sum of \$100 in respect of the filing fee for a total of \$3000. All other claims are dismissed.

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 landlords to pay to the tenant the sum of \$3000.

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: November 21, 2017

Residential Tenancy Branch