



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes: MNDS, FF

Introduction

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

- a. A monetary order in the sum of \$2500 for return of the security deposit.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlords reside on June 16, 2017. The landlords acknowledged receipt of the Application for Dispute Resolution. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 2, 2016 and end on May 2, 2017. The rent was \$3300 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$2500 prior to the start of the tenancy. .

The tenancy ended on May 1, 2017.

The tenant(s) provided the landlord with his/her their forwarding address in writing on May 16, 2017.

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. The tenants are entitled to the doubling of the security deposit unless they have specifically waived this claim.

Analysis

The tenants paid a security deposit of \$2500 in early August prior to the start of the tenancy. I determined the tenancy ended on May 1, 2017. I further determined the tenants provided the landlord with their forwarding address in writing on May 16, 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. 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 landlord filed an Application for Dispute Resolution on November 16, 2017 claiming over \$10,000 in damages and that matter is set for hearing on June 19, 2018. The tenants have not agreed to waive their right for the doubling of the security deposit. As a result I determined the tenants have established a claim against the landlord for double the security deposit or the sum of \$5000 ($\$2500 \times 2 = \5000).

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$5000 plus the sum of \$100 in respect of the filing fee for a total of \$5100.

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.

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 27, 2017

Residential Tenancy Branch