



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUNNYLAND INVESTMENT  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of the pet damage deposit or security deposit and to recover the filing fee from the landlord for the cost of the application.

The tenant and an agent for the landlord attended the hearing, and the landlord's agent was accompanied by a building manager. The tenant, the landlord's agent and the building manager each gave affirmed testimony, and the parties were given the opportunity to question each other and give submissions.

No issues respecting service or delivery of documents or evidence were raised and all evidence provided relevant to this application has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit and/or pet damage deposit?

### Background and Evidence

**The tenant** testified that this fixed term tenancy began on May 1, 2018 which was to expire on April 30, 2019 and thereafter revert to a month-to-month tenancy. However, the tenant vacated the rental unit on February 28, 2019 and found a suitable tenant accepted by the landlord.

Rent in the amount of \$1,450.00 per month was payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a

security deposit from the tenant in the amount of \$725.00 as well as a pet damage deposit in the amount of \$725.00, both of which are still held in trust by the landlord.

The rental unit is an apartment in a complex, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenant further testified that on March 7, 2019 he sent a letter by registered mail to the landlord which contained the tenant's forwarding address. A copy of the Xpress Post document containing that date has been provided for this hearing. The landlord responded with an Invoice containing deductions from the deposits without the tenant's consent.

The landlord has not served the tenant with an Application for Dispute Resolution claiming against the deposits, and the tenant claims double the amounts, or \$2,900.00 and recovery of the \$100.00 filing fee.

**The landlord's agent** testified that the tenant failed to attend for the move-out condition inspection. The tenant also left damages, garbage and failed to clean the rental unit. The tenant didn't return all of the keys to the rental unit at the end of the tenancy and the landlord's agents had to call for an emergency re-keying of the rental unit for the new tenant..

The landlord did not make an Application for Dispute Resolution claiming against the security deposit or pet damage deposit, and the landlord's agent testified that she did not know she had to.

**The landlord's building manager** testified that the move-out condition inspection was to take place at noon on February 28, 2019, and the tenant said that he needed more time so the building manager said she would return at 1:00. When she arrived, the tenant was gone and only one of two sets of keys was lying on the counter.

The building manager further testified that a new tenant was moving in the next day and the rental unit was re-rented for March 1, 2019.

### Analysis

The *Residential Tenancy Act* states that a landlord has 15 days from the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return to the tenant the full security deposit and pet damage deposit or make an Application for Dispute Resolution claiming against the deposit(s) within that

15 day period. If the landlord fails to do either, the landlord must repay double the amount.

In this case, there is no dispute that the landlord refused to return either deposit and did not make an Application for Dispute Resolution. In the circumstances, I find that the tenancy ended on February 28, 2019 and the tenant sent a forwarding address to the landlord by registered mail on March 7, 2019, which is deemed to have been received 5 days later, or March 12, 2019. Since the landlord has not returned any portion of the deposits and has not made an Application for Dispute Resolution, I find that the tenant is entitled to double the amount, or \$2,900.00.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,000.00.

This order is final and binding and may be enforced.

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 09, 2019

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Residential Tenancy Branch