



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD, FFT

### **Introduction**

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

- a. A monetary order in the sum of \$1400 for double 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 landlord resides on April 3, 2019. 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 fixed term written tenancy agreement that provided that the tenancy would start on May 1, 2018 and end on February 28, 2019 with rent as \$1400 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$700 on April 18, 2018.

The tenancy ended on March 2, 2019.

The tenant(s) provided the landlord with his/her their forwarding address in writing on March 18, 2019.

The tenant testified the landlord failed to return the security deposit. He further testified he has not agreed in writing with the landlord that the landlord could retain the deposit, the landlord does not have a monetary order against him and the landlord did not file an Application for Dispute Resolution claiming the deposit within 15 days of receiving his forwarding address in writing.

The landlord testified he has claims against the tenant for loss of rent for failure to give proper notice and claims for failure to properly clean the rental unit. The landlord acknowledged he has not filed an Application for Dispute Resolution.

#### 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.

#### Analysis

The tenant paid a security deposit of \$700 on April 18, 2019. I determined the tenancy ended on March 2, 2019. I further determined the tenant provided the landlord with his forwarding address in writing on March 18, 2019. 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. As a result I determined the tenants have established a claim against the landlord for double the security deposit or the sum of \$1400.

The landlord testified he has claims against the tenant. The landlord must first file an Application for Dispute Resolution before those claims can be considered. .

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$1400 plus the sum of \$100 in respect of the filing fee for a total of \$1500.

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 \$1500.

**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: June 20, 2019

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Residential Tenancy Branch