



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the return of double the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirms that the Landlord’s email address as set out in the Tenants’ application is correct.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The following are undisputed facts: The tenancy under written agreement started on December 1, 2016 and ended on November 30, 2018. Rent of \$1,700.00 was originally payable on the first day of each month and as of December 2017 the rent was increased to \$1,750.00. At the outset of the tenancy the Landlord collected \$850.00 as a security deposit, \$850.00 as a pet deposit and \$80.00 as a fob deposit. Although the fob was returned to the Landlord the fob deposit was not returned to the Tenant. The Landlord has not returned the security or pet deposit and on July 1, 2019 the Landlord

made an application to claim damages to the unit against the security deposit. The Landlord's application is scheduled to be heard in the future.

The Tenant states that it provided its forwarding address by text on November 30, 2018 at the request of the Landlord and by mail on December 18, 2018. The Landlord states that the mailed forwarding address was received on January 4, 2019. The Landlord states that the fob deposit was retained for damages to the unit left by the Tenants.

The Tenant claims return of the fob deposit and return of double the combined security and pet deposit.

Analysis

Section 38 of the Act provides 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 the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the Landlord's evidence of having received the Tenant's forwarding address in writing after the end of the tenancy on January 4, 2019, I find that the Landlord had until January 19, 2019 to either return the security deposit or make an application to claim against the security deposit. Based on the undisputed facts that the Landlord did not return the security deposit and made its application to claim against the security deposit after January 19, 2019, I find that the Landlord must now pay the Tenant double the combined security and pet deposit plus zero interest of **\$3,400.00**. As the Landlord has not returned the fob deposit of **\$80.00** but has obtained the fob I find that the Tenant is also entitled to its return. As the Tenant's application has been successful I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,580.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$3,580.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 23, 2019

Residential Tenancy Branch