



# 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 for double the security deposit.
- b. An order to recover the cost of the filing fee.

The Landlord failed to appear at the scheduled start of the hearing which was 1:30 a.m. on August 1, 2019. The Tenant Applicant was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the scheduled start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The tenant was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the 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 the landlord resides on May 24, 2019. The tenant testified the documents were not returned. 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 an oral tenancy agreement that provided that the tenancy would start on February 2016 with rent as \$825 per month payable in advance on first

day of each month. The rent was subsequently increased to \$858 per month. The tenant(s) paid a security deposit of \$412.50 at the start of the tenancy.

The tenancy ended on April 24, 2019.

The tenant(s) provided the landlord with his/her their forwarding address in writing on April 24, 2019.

### 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 unless the tenant specifically waives the doubling.

### Analysis

The tenant paid a security deposit of \$412.50 at the start of the tenancy. I determined the tenancy ended on April 24, 2019. I further determined the tenant provided the landlord with her forwarding address in writing on April 24, 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. The tenant did not waive her right to the doubling of the security deposit. As a result I determined the tenant has established a claim against the landlord for double the security deposit or the sum of \$825.

### Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$825 plus the sum of \$100 in respect of the filing fee for a total of \$925.

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 \$925.

**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: August 01, 2019

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Residential Tenancy Branch