



# Dispute Resolution Services

Page: 1

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 \$3000 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 8, 2019. The Tenants were 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 tenants were 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.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. It is deemed received 5 days later. 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 and his address of service on May 23, 2019. A search of the Canada Post tracking service indicates that it was delivered on May 30, 2019.

### **Issues to be Decided:**

The issues to be decided are as follows:

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

### **Background and Evidence:**

JB and the landlord entered into a written tenancy agreement that provided that the tenancy would start on December 1, 2016 and continue for one year. In late 2017 both tenants signed a written tenancy agreement that provided that the rent was \$1500 per month payable in advance on the first day of each month. The second tenant moved in on December 1, 2017. The security deposit of \$750 was paid by the JB in late 2016. The BP, the second tenant paid a pet damage deposit of \$750 in late November 2017.

The tenancy ended on September 30, 2018 after the landlord served a 2 month Notice to End Tenancy for landlord use.

The tenant(s) provided the landlord with his/her their forwarding address in writing by mailing, by registered mail to where the landlord resides on January 9, 2019. A search of the Canada Post tracking service indicates it was receiving by the landlord on January 23, 2019.

#### Law

The Residential Tenancy Act provides that a landlord must return the security deposit/pet damage 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 tenants paid a security deposit/pet damage deposit which totals \$1500. I determined the tenancy ended on September 30, 2018. I further determined the tenants provided the landlord with their forwarding address in writing on January 23, 2019.

The tenant testified he agreed in writing with the landlord that the landlord could retain \$150 of the security deposit for trash removal leaving a balance of the security deposit/pet damage deposit of \$1350. There was no other agreement with respect to the security deposit/pet damage 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/pet damage deposit or the sum of \$2700 ( $\$1350 \times 2 = \$2700$ ).

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$2700 plus the sum of \$100 in respect of the filing fee for a total of \$2800.

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 \$2800.

**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 08, 2019

---

Residential Tenancy Branch