



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vantage West Realty  
and [tenant name suppressed to protect  
privacy]

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

The Landlord did not attend the hearing. I accept the Tenants’ evidence that the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on June 21, 2019 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Materials on June 26, 2019. The Tenants were given full opportunity to be heard, to present evidence and to make submissions. The Tenants confirm that their claim for compensation as detailed in its application for dispute resolution is for return of double the security deposit.

### Issue(s) to be Decided

Are the Tenants entitled to return of double the combined security and pet deposit?

Are the Tenants entitled to recovery of the filing fee?

### Background and Evidence

The tenancy under written agreement started on August 1, 2018 on a fixed term to end July 31, 2019. At the outset of the tenancy the Landlord collected \$662.50 as a security deposit and \$662.50 as a pet deposit. During the tenancy rent of \$1,325.00 was payable on the first day of each month. On March 29, 2019 the Tenants gave notice to end the tenancy for May 1, 2019. This notice also included the Tenants' forwarding address. On April 29, 2019 the Tenants moved out of the unit and provided their forwarding address again on the move-out inspection report. The Tenants agreed in writing to a deduction of \$331.25 from their deposits on the move-out report. On May 26, 2019 the Landlord made this deduction from the security and pet deposit and returned \$993.75 to the Tenants. The Tenants claim return of double the security and pet deposit for being returned later than 15 days after provision of their forwarding address.

### 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. At the hearing, as error was made in the calculations. Upon further review of the undisputed evidence that the Landlord did not return the remaining security deposit of \$993.75 within 15 days I find that the Tenants have substantiated an entitlement to return of double that remaining combined pet and security deposit amounting to **\$1,987.50**. Deducting the **\$993.75** already returned leaves **\$993.75** for the remaining entitlement to the Tenants. As the Tenants have been successful with their claim I find that the Tenants are also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,093.75**.

Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$1,093.75**. 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: September 27, 2019

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Residential Tenancy Branch