



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding H&L CONDO SERVICES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSDS-DR, FFT

Introduction

This hearing was scheduled to convene at 1:30 p.m. on June 30, 2022 concerning an application made by the tenants seeking a monetary order for return of the security deposit or pet damage deposit and to recover the filing fee from the landlord for the cost of the application. The tenants' application was made by way of the Direct Request process, which was referred to this participatory hearing.

Both tenants attended the hearing, one of whom gave affirmed testimony. However the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the landlord joined the call.

The tenant testified that the landlord was served with the Notice of Dispute Resolution Proceeding and evidence by registered mail on December 30, 2021 and has provided a copy of a Canada Post cash register receipt bearing that date, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

All evidence of the tenants has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Have the tenants established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on September 1, 2020 and ended on August 31, 2021. Rent in the amount of \$2,700.00 was payable on the 1st day

of each month and there are no rental arrears. The rental unit is an apartment on the 4th floor of a complex.

The tenant further testified that on August 31, 2020 the tenants paid a security deposit in the amount of \$1,350.00 to the landlord electronically, but the landlord had the wrong password, so the amount was returned to the tenants. The tenants repaid the \$1,350.00 security deposit on September 1, 2020 along with the first month's rent, and no pet damage deposit was paid.

A move-out condition inspection was completed by the parties on August 31, 2021, but a copy was not provided to the tenants. The landlord provided the tenant with a piece of paper which the tenant wrote a forwarding address on and returned it to the landlord.

On September 6, 2021 the tenant contacted the landlord as a reminder to repay the security deposit, but the landlord's agent said that she had until September 15, 2021 to repay it. The tenant sent an email to the landlord on October 13, 2021 which also included the tenants' forwarding address, but the landlord didn't respond.

The landlord has not served the tenants with an Application for Dispute Resolution claiming against the security deposit, and the tenants claim double the amount.

Analysis

A landlord may not arbitrarily keep any portion of a security deposit or a pet damage deposit, but must return the deposit(s) in full to a tenant within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants' forwarding address in writing, or must make an Application for Dispute Resolution claiming the deposit(s) within that 15 day period. If the landlord fails to do either, the landlord must repay double the amount.

In this case, I accept the undisputed testimony of the tenant that the landlord received the tenants' forwarding address in writing on August 31, 2021 which is the day the tenancy ended. The landlord received the forwarding address again in an email on October 13, 2021, but has not returned any portion of the security deposit to the tenants. The tenant testified that the landlord has not served the tenants with an Application for Dispute Resolution claiming the security deposit, and I have no such application before me. Therefore, I find that the tenants have established a claim of double the security deposit, or \$2,700.00.

Since the tenants have been successful with the application the tenants are also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,800.00.

This order is final and binding and may be enforced.

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: July 07, 2022

Residential Tenancy Branch