



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRIBE MANAGMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; a monetary order for return of all or part of the security deposit and/or pet damage deposit; and to recover the filing fee from the landlord for the cost of the application.

One of the tenants attended the hearing and represented the other named tenant. An agent for the landlord also attended.

At the commencement of the hearing, the parties were given an opportunity to discuss settlement, and the landlord's agent requested that Section 38 of the *Residential Tenancy Act* be specified in this Decision, which states that:

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

(7) If a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.

The landlord's agent confirmed that the landlord has not returned all of the security deposit to the tenants, and has not returned any portion of the pet damage deposit, within 15 days of the date the tenancy ended or the date that the landlord received the tenants' forwarding address in writing, and has not made an Application for Dispute Resolution claiming against the deposits. Therefore, the *Act* requires double the amounts, less the amount returned to the tenants on November 4, 2022. ($\$600.00 \times 2 = \$1,200.00$ - $\$600.00 = \600.00 , and $\$630.00 \times 2 = \$1,260.00$). The tenants also seek recovery of the \$100.00 filing fee, for a total claim of \$1,960.00.

The landlord's agent agreed to the claim amount, and the parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Therefore, I grant a monetary order in favour of the tenants as against the landlord in the amount of \$1,960.00. The landlord must be served with the order which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

Conclusion

For the reasons set out above, and by consent, 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 \$1,960.00.

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: August 10, 2023

Residential Tenancy Branch