



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenants for return of double the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act.

Background and Evidence

This tenancy began January 1, 2011 with monthly rent of \$1400.00 and the tenants paid a security deposit of \$650.00 and a pet damage deposit of \$650.00.

The tenants testified that on July 1, 2011 they and the landlord completed a move-out inspection of the rental unit. The tenants stated that they and the landlord agreed that there was some damage to the hardwood floors from their dog and that the carpet required cleaning due to the dog. The tenants stated that they agreed to a total of \$200.00 to be deducted from their security deposit but that the landlord, after many email exchanges over costs for damages, only returned \$600.00 of the deposits to the tenants. The tenants stated that they did not agree to the landlord deducting \$618.00 for repair of the fridge door that was scratched.

The tenants stated that the landlord provided them with a copy of the move-out condition inspection report on August 15, 2011.

The tenants confirmed that they are still in agreement to the landlord keeping \$200.00 from the security deposit for the floor and carpet and acknowledged that they had cashed the \$600.00 cheque that the landlord had sent them.

The tenants stated that they provided the landlord with their forwarding address by registered mail on August 8, 2011 and that the landlords did and have not filed a claim through this office against their security or pet damage deposits. The tenants, per section 38 of the Act, are now seeking return of double the deposits.

The landlords stated that they had been working with the tenants to reach an agreement regarding the costs of repairs and thought that as negotiations were on-going that the timeline outlined in the Act did not apply. The landlords stated that there were significant damages to the rental unit from the tenants and that they may file an application to recovery these costs.

Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the tenants have met the burden of proving that they have grounds for entitlement to return of double the security deposit.

Section 38(1) of the *Residential Tenancy Act* provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the landlord received the tenant's forwarding address in writing.

Section 38(6) of the *Residential Tenancy Act* provides in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit.

The landlord held a \$650.00 security deposit and \$605.00 pet damage deposit for a total of \$1300.00. The award to the tenants is therefore \$2600.00 minus \$600.00 already paid to the tenants by the landlord, minus \$200.00 the tenants agree to the landlord keeping from the deposits and results in a balance of \$1800.00 to the tenants.

Accordingly I find that the tenants are entitled to a monetary order for \$1800.00.

As the tenants have been successful in their application the tenants are entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the tenants have established a monetary claim for **\$1800.00**. The tenants are also entitled to recovery of the \$50.00 filing fee. I grant the tenants a monetary order under section 67 of the *Act* for **\$1850.00**.

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: October 24, 2011.

Residential Tenancy Branch