



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC, FF

Introduction

This hearing was convened by way of conference call in response to the tenants' application for a Monetary Order to recover double the security and pet deposit; for an Order for the landlord to comply with the *Act*, regulations or tenancy agreement; and to recover the filing fee from the landlord for the cost of this application.

At the outset of the hearing the tenants withdrew their application for an Order for the landlord to comply with the *Act*, regulations or tenancy agreement.

The tenants and landlord attended the conference call hearing and gave sworn testimony. The tenants provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The landlord confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the tenants entitled to a Monetary Order for double the security deposit?
- Are the tenants entitled to an Order for the landlord to comply with the *Act*?

Background and Evidence

The parties agreed that this tenancy started on October 21, 2014 with a verbal agreement for a month to month tenancy. At that time rent was \$1,450.00 per month. Two months later the tenants entered into a written tenancy agreement with the landlord and agreed to pay a monthly rent of \$1,600.00. The tenants paid a security deposit of \$800.00 and a pet deposit of \$400.00 on November 26, 2014.

The tenants testified they provided the landlord with their forwarding address in writing on August 28, 2015. The tenants testified that the landlord sent them a text message and a picture of a cheque for \$1,200.00 for the security and pet deposits on September 14, 2015 but they did not receive the cheque from the landlord until September 18, 2015. As the landlord did not return these deposits within 15 days of the end of the tenancy the tenants seek to recover the doubling provision of the security and pet deposits to an amount of \$1,200.00.

The tenants also seek to recover their filing fee of \$50.00.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants' forwarding address in writing to either return the security and pet deposit to the tenants or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenants to keep all or part of the security and pet deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security and pet deposit to the tenant.

Based on the above and the evidence presented I find that this tenancy ended on August 31, 2015 and the landlord received the tenants' forwarding address in writing on August 28, 2015. As a result, the landlord had 15 days from the end of the tenancy, until

September 15, 2013, to return the tenants' security and pet deposit or file an application to keep the deposits. I find the landlord did write a cheque for the security and pet deposits in full on September 12, 2015 and notified the tenants of this on September 14, 2015. Although the tenants did not receive this cheque until September 18, 2015 the landlord did send the cheque to the tenants within the 15 allowable days as required under the *Act*.

As a result I am satisfied that the tenants have recovered their security and pet deposits in full and their application for the doubling provision of the *Act* to be applied to the deposits is dismissed.

Conclusion

The tenants' application is dismissed **without** leave to re-apply.

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: March 22, 2016

Residential Tenancy Branch