



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$2800 for double the security deposit.
- b. An order to recover the cost of the filing fee.

A representative of the landlord failed to appear at the scheduled start of the hearing which was 1:00 p.m. on July 11, 2018. A representative of the tenant applicant was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The representative of the tenant was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord carries on business on May 14, 2018. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The applicant and the previous owner entered into a written tenancy agreement that provided that the tenancy would start on June 15, 2010. The rent was \$2700 per month payable in advance on the first day of the month. The applicant paid a security deposit of \$1350.

The rental property was sold to the respondent with possession on December 19, 2017. The representative of the applicant provided a copy of the Statement of Adjustments indicating the security deposit was transferred to the respondent by the previous owner.

During the middle of February the applicant entered into a mutual agreement to end the tenancy effective February 28, 2018. The applicant's forwarding address in writing was provided to the respondent at the time the mutual agreement was signed. .

The respondent failed to return the security deposit. The parties have not agreed in writing that the landlord can retain the deposit, the landlord has not filed a claim to retain the security deposit and the landlord does not have a monetary order against the applicant.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Section 93 of the Residential Tenancy Act provides as follows:

Obligations pass with transfer or assignment of land

93 The obligations of a landlord under this Act with respect to a security deposit or a pet damage deposit run with the land or reversion.

Analysis

The tenant paid a security deposit of \$1350 on June 15, 2010. I further determined the tenants provided the landlord with their forwarding address in writing prior to February 28, 2018. The parties have not agreed in writing that the landlord can retain the security deposit. The landlord does not have a monetary order against the tenants and the landlord failed to file an Application for Dispute Resolution within the 15 days from the later of the end of tenancy or the date the landlord receives the tenants' forwarding

address in writing. As a result I determined the tenants have established a claim against the landlord for double the security deposit or the sum of \$2700.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$2700 plus the sum of \$100 in respect of the filing fee for a total of \$2800.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on both parties.

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 11, 2018

Residential Tenancy Branch