



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenant to recover his security deposit, pet damage deposit and the filing fee for this proceeding.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of his security deposit and pet damage deposit and if so, how much?

Background and Evidence

This fixed term tenancy started on October 1, 2008 and was to expire on September 30, 2009, however it ended on March 31, 2009 when the Tenant moved out. Rent was \$2,000.00 per month. The Tenant paid a security deposit of \$1,000.00 and a pet damage deposit of \$500.00 at the beginning of the tenancy.

Both Parties agree that the Tenant gave his forwarding address in writing to the Landlords on April 9, 2009, that the Landlords did not have the Tenant's written authorization to keep the security deposit or pet damage deposit and that the Landlords have not returned the security deposit or pet damage deposit to the Tenant.

Analysis

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date she receives the Tenant's forwarding address in writing (whichever is later) to either return the Tenant's security deposit and pet damage deposit or to make an application for dispute resolution to make a claim against them. If the Landlord does not do either one of these things and does not have the Tenant's written authorization to keep the security deposit or pet damage deposit then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit and pet damage deposit.

I find that the Landlords received the Tenant's forwarding address in writing on April 9, 2009 but did not return his security deposit or pet damage deposit and did not make an application for dispute resolution to make a claim against the deposits. I also find that



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the Landlords did not have the Tenant's written authorization to keep the security deposit or pet damage deposit and as a result, pursuant to s. 38(6) of the Act, the Landlords must return double the amount of the security deposit and pet damage deposit to the Tenant with accrued interest of \$5.66 (on the original amount). As the Tenant has been successful in this matter, I also find that he is entitled to recover his \$50.00 filing fee for this proceeding.

Conclusion

A monetary order in the amount of **\$3,055.66** has been issued to the Tenant and a copy of it must be served on the Landlords. If the amount is not paid by the Landlords, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

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 29, 2009.

Dispute Resolution Officer