

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for return of the combined security and pet damage deposits, in addition to recovery of the filing fee. The tenant participated in the hearing and gave affirmed testimony.

The tenancy agreement which was signed by the parties on March 9, 2009, includes the landlord's address. However, subsequently, by e-mail dated October 28, 2009, the landlord informed the tenant of his "new address" to be effective at the end of October 2009.

Despite mailing of the application for dispute resolution and notice of hearing by way of registered mail to the landlord's "new address," the hearing package was unclaimed and the landlord did not appear at the hearing.

Issues to be decided

- Whether the tenant is entitled to the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the three year fixed term of tenancy was from April 1, 2009 to March 31, 2011. Rent in the amount of \$1,900.00 was payable in advance on the first day of each month. A security deposit of \$950.00 and a pet damage deposit of \$950.00 were collected near the outset of tenancy. While the parties undertook a walk-through of the unit at the start of tenancy, a move-in condition inspection report was not completed.

By way of letter dated April 8, 2010, the tenant gave notice to end the tenancy effective May 31, 2010. Thereafter, while rent was paid to the end of May 2010, the tenant vacated the unit around mid May 2010. Neither a walk-through of the unit nor a move-out condition inspection report were completed. By e-mail dated May 17, 2010, the tenant informed the landlord of his forwarding address. However, to date, neither the security deposit nor the pet damage deposit have been returned to the tenant.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the hearing package was served on the landlord in accordance with the Act.

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**, and provides in part that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security / pet damage deposits plus interest or make an application for dispute resolution.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord did neither of the above. Accordingly, I find that the tenant has established a claim of \$1,950.00. This is comprised of the security deposit of \$950.00, the pet damage deposit of \$950.00, and the \$50.00 filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,950.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: October 19, 2010

Dispute Resolution Officer