



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application for Dispute Resolution by the tenant seeking the return of her security and pet deposits. The tenant gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form and make submissions to me. The landlord did not appear.

The tenant testified that the landlord was served with notice of this application and hearing by registered mail on July 29, 2010. Based on the evidence provided by the tenant, I am satisfied that the landlord was served with notice of this hearing by registered mail and I deem that the landlord received notice on the fifth day after the registered mail was sent pursuant to section 90(a) of the *Act*.

I proceeded with the hearing in the landlord's absence.

Issues(s) to be Decided

Has the landlord breached the tenancy agreement, *Act* and regulations entitling the tenant to the return of double her pet and security deposits?

Background and Evidence

The parties entered into a tenancy agreement which began on December 14, 2009 and ended on June 30, 2010. The monthly rent was \$600.00. The tenant paid security of \$300.00 on December 12, 2009. The tenant provided a copy of a receipt provided by the landlord for the payment of the security deposit.

The tenant submits that the landlord received her forwarding address on approximately June 22, 2010 prior to her vacating the rental unit. Since that time the landlord has made repeated promises to pay the security deposit but has not followed through. The tenant states she has attempted to discuss the issue with the landlord on a number of

occasions without success. The tenant and landlord currently reside in the same mobile home park.

Analysis

Based on the testimony and evidence provided, and on a balance of probabilities, I find as follows:

I grant the tenant's application for Dispute Resolution and Order that the landlord pay the tenant double her security pursuant to section 38(6) of the *Act*.

I accept the oral testimony of the tenant that the landlord received her forwarding address in writing and that the landlord did not file an application for Dispute Resolution requesting to retain the tenant's security and pet deposits.

Section 38(1) of the *Act* requires a landlord to either return a tenant's security deposit or to file an application for Dispute Resolution to retain the security deposit within 15 days of receiving the tenant's forwarding address in writing. Section 38(6) of the *Act* states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the security deposit.

Having granted the tenant's application, I also grant the tenant's request to recover the filing fee paid for submitting this application from the landlord. I find that the tenant has established a total monetary claim for the sum of **\$650.00**. This sum is comprised of double the security and pet deposits of \$300.00 plus the recovery of the \$50.00 filing fee.

Conclusion

I grant the tenant's application and have issued a monetary Order for the sum of **\$650.00**. This Order must be served upon the landlord. This Order may be filed with the Province of British Columbia Small Claims Court 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: December 16, 2010.

Dispute Resolution Officer