



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD & FF

### 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 August 3, 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*.

### Issue(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 an oral tenancy agreement which began on September 15, 2009 and ended on June 15, 2010. The monthly rent was \$1,250.00.00. The tenant paid security and pet deposits of \$1,250.00 on September 15, 2010.

The landlord and tenant did not complete a move in condition inspection in writing as required by the *Act*. The tenant stated that they did walk through the rental unit. The parties also did not complete a move out condition inspection in writing at the end of the tenancy.

The tenant actually vacated the rental unit on June 4, 2010. During the period of June 5 to June 28, 2010 the parties had discussions about damage to the lawn of the rental unit. The tenant agreed to pay for repairing the lawn but did not agree to several other deficiencies that the landlord wanted.

On June 28, 2010 the landlord gave the tenant a portion of her security deposits in the amount of \$532.87. The landlord made additional deductions to the security deposits without the consent of the tenant.

The tenant testified that the landlord was provided with her forwarding address in writing on June 9, 2010. The tenant seeks the retain of the balance of her security and pet deposits for the sum of \$732.13 plus the recovery of the \$50.00 filing fee paid for this application.

## 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 and pet deposits pursuant to section 38(6) of the *Act*, less the portion which has already been returned.

I accept the evidence 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.

I accept the tenant's evidence that she agreed to a deduction of \$362.25 which was the cost to repair the lawn of the rental unit; however, the tenant did not agree to any of the other deductions made by the landlord. I also accept that the landlord did not file an application for Dispute Resolution seeking to retain these deductions from the tenant's security and pet 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 **\$1,654.88**. This sum is comprised of



## Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

double the security and pet deposits of \$1,250.00 plus the \$50.00 filing fee less the sum of \$362.25 which the tenant has agreed the landlord may retain leaving an outstanding balance owing of \$2,187.75. From this sum I deduct the sum of \$532.87 which the landlord has already returned to the tenant.

### Conclusion

I grant the tenant's application and have issued a monetary Order for the sum of **\$1,654.88**. 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 23, 2010.

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Residential Tenancy Branch