



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** MNSD, MND, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant. The landlord applied for a monetary order for damage to the unit, unpaid rent, compensation for loss and for the filing fee. The landlord also applied to retain the security and pet deposits in partial satisfaction of her claim. The tenant applied for an order for the return of double the security deposit.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on November 29, 2010. The tenant filed a receipt with a tracking number. Despite having been served the notice of hearing and having made application herself, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Since the landlord did not attend the hearing, her application is dismissed. Accordingly, this hearing only dealt with the tenant's application for the return of double the security deposit. At the start of the hearing, the tenant stated that she intended to apply for the return of her deposits but had applied for double the deposits after she spoke with an information officer at the Residential Tenancy Branch. The tenant requested that her application be amended for the return of the deposits instead of double the amounts.

### **Issue(s) to be Decided**

Is the tenant entitled to the return of the security deposit, pet deposit and the deposit paid for the garage door remote control?

### **Background and Evidence**

The tenancy began on July 15, 2010 for a fixed term of one year. The monthly rent was \$800.00. Prior to moving in, the landlord collected a security deposit of \$400.00 and a pet deposit of 200.00. The tenant moved out on October 29, 2010 thereby ending the fixed term tenancy prior to the end date. On November 01, 2010, the tenant gave the landlord her forwarding address in writing, along with a request for the return of her security deposit, pet deposit and the garage door remote control deposit.

The tenant filed a copy of this letter she handed over to the landlord which provided the landlord with her forwarding address. This letter is signed by the tenant and also has a signature that the tenant states is the landlord's signature in acknowledgement of receipt of this letter.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the letter filed by the tenant as evidence of having given the landlord her forwarding address in writing on November 01, 2010, I find that the landlord was notified of the tenant's forwarding address on this date.

I find the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit and pet deposit of **\$600.00** and is obligated under section 38 to return double this amount. The landlord must also return \$50.00 for the garage door remote control. However at the request of the tenant, I award the tenant the return of the deposits in the amounts that she paid.

### **Conclusion**

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$650.00**. This order may be filed in the 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: April 07, 2011.

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Residential Tenancy Branch