



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for return of all or part, or double, the amount of the security deposit or pet damage deposit, and to recover the filing fee from the landlords for the cost of this application.

The tenant attended the conference call hearing, gave affirmed testimony, and provided evidence in advance of the hearing. The landlords did not attend.

The tenant also testified that she served the landlords with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on December 10, 2010 and the envelopes were returned to the tenant by the Post Office marked "Unclaimed." The tenant also provided copies of the registrations in advance of the hearing. Pursuant to Section 89 of the *Residential Tenancy Act*, I find that the landlords have been served as required under the *Act*, and pursuant to Section 90, I find that the landlords are deemed to have been served on December 15, 2010.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for return of all or part, or double, the amount of the security deposit or pet damage deposit?

Background and Evidence

The tenant testified that this fixed-term tenancy began on the 1st day of May, 2010 and ended on October 31, 2010, however the fixed term was to expire on April 30, 2011. Rent in the amount of \$990.00 per month was payable in advance on the 1st day of each month, and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$500.00.

The tenant testified that she contacted the landlords by email on November 3, 2010 requesting that the security deposit be returned to her, and provided a forwarding address in the email. The address provided was her father's address, and the landlords responded to that email the next day by way of email stating that there were damages and that they had spent more money than the security deposit. The landlord's email also states that, "we decided not to refund the money."

In another email dated December 1, 2010, the tenant again made a request for return of the security deposit, stated that there was no damage to the unit, and provided her own forwarding address. The landlords responded to that email on December 7, 2010 asking the tenant to stop bothering them. Copies of the emails were provided in advance of the hearing.

Analysis

The *Residential Tenancy Act* states that a landlord must return the full security deposit or apply for dispute resolution claiming against the security deposit within 15 days of the later of the date the tenancy ends or the date the tenant provides a forwarding address in writing. If the landlord fails to do either, the landlord must pay the tenant double the amount of the security deposit. In this case, I find that the tenancy ended on October 31, 2010 and the tenant provided 2 forwarding addresses, the last one being her own address, on December 1, 2010. The landlords have not returned the security deposit and have not applied for dispute resolution claiming against the deposit, and the tenant is therefore entitled to a monetary order for double the amount of the deposit, or \$1,000.00. The tenant is also entitled to recover the \$50.00 filing fee from the landlords for the cost of this application.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant in the amount of \$1,050.00. This order may be filed in the Provincial Court of British Columbia, Small Claims division 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.

Residential Tenancy Branch