



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 of the pet damage deposit or security deposit and to recover the filing fee from the landlord for the cost of this application. The tenant claims double the amount of the security deposit pursuant to Section 38 (6) (b) of the *Residential Tenancy Act*.

The tenant attended the conference call hearing and gave affirmed testimony. However, despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on February 17, 2011, neither an agent for the landlord company, nor the named landlord attended the conference call hearing. All evidence and the testimony provided by the tenant has been reviewed and is considered in this Decision.

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

Is the tenant entitled to return of all or part of the pet damage deposit or security deposit, or double the amount of the pet damaged deposit or security deposit?

### **Background and Evidence**

The tenant testified that this month-to-month tenancy began on May 1, 2008 and ended on April 30, 2010. Rent in the amount of \$966.00 per month was payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears. On April 15, 2008 the landlord collected a security deposit from the tenant in the amount of \$470.00, and there was no pet damage deposit collected.

The tenant further testified that the building was sold and a new landlord took over with a new property manager on January 1, 2010. The tenant gave notice to vacate the rental unit in accordance with the *Act*, and on April 30, 2010 she put the keys and a note containing her forwarding address in an envelope and left it in the mail box where rent was usually paid. No move-in or move-out condition inspection report was completed.

The tenant further testified that the landlord applied for Dispute Resolution claiming \$200.00 against the security deposit. The tenant attended that hearing, however the landlord did not attend, and the landlord's application was dismissed without leave to reapply. The landlord did not return any portion of the security deposit to the tenant, and the tenant did not authorize the landlord to retain any portion of it. She stated that the landlord served the Landlord's Application for Dispute Resolution and notice of hearing documents to her at the address she had provided in writing. The tenant also provided a copy of the Decision of the Dispute Resolution Officer in advance of this hearing, which states that the landlord's application is dismissed without leave to reapply and is dated September 24, 2010.

### **Analysis**

The *Residential Tenancy Act* states that a landlord must return a security deposit and a pet damage deposit or apply for dispute resolution claiming against the security deposit or pet damage deposit within 15 days after the later of the date the tenancy ends or the date the tenant provides a forwarding address in writing. I am satisfied in the evidence that the tenant provided her forwarding address in writing on April 30, 2010 and the tenancy ended the same day. The landlord applied for dispute resolution, presumably within the 15 days required under the *Act*, but failed to attend the hearing. I am also satisfied in the evidence that the landlord has failed to return any portion of the security deposit to the tenant, and pursuant to Section 38 of the *Residential Tenancy Act*, the tenant is entitled to double return of the security deposit, interest in the amount of \$5.03, as well as recovery of the \$50.00 filing fee for the cost of this application, for a total of \$995.03.

### **Conclusion**

For the reasons set out above, I hereby grant a monetary order in favor of the tenant, pursuant to Section 67 of the *Residential Tenancy Act*, in the amount of \$995.03. 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: May 24, 2011.

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Residential Tenancy Branch