



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## Decision

**Dispute Codes:** MNSD, FF

### **Introduction**

This hearing dealt with the tenant's application for a monetary order as compensation for the double return of the combined security & pet damage deposits / and recovery of the filing fee. The tenant participated in the hearing and gave affirmed testimony. Despite being served by registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), the landlord did not appear. The tenant's evidence includes Canada Post tracking numbers for the registered mail, and the Canada Post website informs that the registered mail was "successfully delivered."

### **Issues to be decided**

- Whether the tenant is entitled to either or both of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the term of tenancy was from June 15, 2009 to May 31, 2010. Monthly rent was \$1,150.00. A security deposit of \$575.00 and a pet damage deposit of \$200.00 were both collected on May 22, 2009. The tenant testified that neither a move-in, nor a move-out condition inspection report was completed.

After the end of tenancy, by letter dated June 2, 2010, the tenant informed the landlord of her forwarding address. The tenant sent the letter to the landlord by way of registered mail. Evidence submitted by the tenant includes the Canada Post tracking numbers for the registered mail. Further, the Canada Post website informs that the registered mail was "successfully delivered." Despite this, the landlord has not repaid to the tenant either the security deposit or the pet damage deposit.

### **Analysis**

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**, and provides in part as follows:

38(1) Except as provided in subsection (3) or (4)(a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

The landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Further, section 38(6) of the Act provides:

38(6) If a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord failed to either repay the security and pet damage deposit, or file an application for dispute resolution, within 15 days after being informed by the tenant in writing of her forwarding address. Accordingly, I find that the tenant has established a claim of \$1,600.00. This is comprised of the double security deposit of \$1,150.00 (2 x \$575.00), and the double pet damage deposit of \$400.00 (2 x \$200.00), in addition to the \$50.00 filing fee [\$1,150.00 + \$400.00 + \$50.00].

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,600.00**. Should it be necessary, this order may be served on the landlord, 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*.

DATE: July 20, 2011

---

Residential Tenancy Branch