



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order. The tenant named a corporate entity as the respondent although this entity was not named on the tenancy agreement. The tenant testified that the corporate entity is the body to which he had made out his cheques throughout the tenancy. The tenant served the corporate entity with a copy of his application for dispute resolution and the notice of hearing via registered mail sent on September 8, 2011.

Although the corporate entity is not identified on the tenancy agreement, I find that the entity falls under the definition of "landlord" under the Act as it exercised powers and performed duties under the tenancy agreement. I found that the corporate entity was properly named as a respondent and that it had notice of the hearing and of the claim made against it. The hearing proceeded in the absence of the landlord.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenant's undisputed evidence is as follows. The tenancy began on May 24, 2010 at which time the tenant paid a \$310.00 security deposit, a \$310.00 pet deposit and a \$50.00 deposit for the parking key. The tenancy ended on July 1, 2011 and on July 4, 2011 the tenant gave his forwarding address in writing to the building manager. As of the date of the hearing, the tenant had not yet received his deposits.

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. I find the tenancy ended on July 1, that the landlord received the tenant's forwarding address on July 4 and 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 and pet deposits. The key deposit is not subject to the doubling provisions.

I therefore award the tenant \$1,340.00 which represents \$620.00 as double his security deposit, \$620.00 as double his pet deposit, \$50.00 as his key deposit and \$50.00 as the filing fee paid to bring his application, which fee I find he is entitled to recover.

Conclusion

I grant the tenant a monetary order under section 67 for \$1,340.00. This order may be filed in the Small Claims Division of the Provincial 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: November 22, 2011

Residential Tenancy Branch