



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD and FF

Introduction

This application was brought by the tenant on August 31, 2011 seeking a Monetary Order for return of her security deposit and pet damage deposit in double on the grounds that the landlord did not return them or make application to claim on them within the latter of 15 days of the end of the tenancy or receipt of the tenants' forwarding address.

Despite service by registered mail sent on September 3, 2011 to both the building manager and the principal officer of the corporate landlord, no representative of the landlord called in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

As a matter of note, while the tenant named the building manager and the corporate landlord as respondents on the original, I note that the rental agreement is with the corporate landlord only and have amended the style of cause accordingly.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to a monetary award for return of the deposits, whether that amount should be doubled.

Background and Evidence

This tenancy ran from March 1, 2006 to June 30, 2011. Although the tenant paid full rent for June 2011, she gave vacant possession and returned the keys to the building manager on June 11, 2011.

Rent was \$560 at the end of the tenancy and the landlord holds a security deposit of \$250 paid on March 1, 2006 and a pet damage deposit of \$250 paid on April 15, 2006.

During the hearing, the tenant gave evidence that she had provided the building manager with her forwarding address in writing on June 11, 2011. She stated that the resident manager had come to do the joint move-out condition in inspection, but gave explanation that he would not be able to do so due to a family emergency.

Analysis

Section 38(1) of the *Act* allows a landlord 15 days from the latter of the end of the tenancy or receipt of the tenant's forwarding address to return a security and pet damage deposit or file for dispute resolution to make claim against them.

Section 38(1)(c) requires that the deposits be returned with interest at the rate prescribed by *regulation*.

Section 38(6) of the *Act* states that, if a landlord does not comply with section 38(1) of the *Act*, the landlord must pay the tenant double the amount of the deposit(s).

In the present matter, I find that the landlord did not return the deposits or make application to claim upon it within fifteen days of the end of the tenancy and receipt of the tenant's forwarding address.

Therefore, I find that the landlord has not complied with section 38(1) of the *Act* and must return the security deposit and pet damage deposit in double.

As the application has succeeded on its merits, , I further find that the tenant is entitled to recover the filing fee for this proceeding from the landlord.

Thus, I find that the tenant is entitled to a Monetary Order calculated as follows:

Security deposit	\$250.00
To double security deposit	250.00
Pet damage deposit	250.00
Interest (April 15, 2006 to date)	8.48
To double the pet damage deposit	250.00
Filing fee	50.00
TOTAL	\$1,067.12

Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order for **\$1,067.12**, enforceable through the Provincial Court of British Columbia, for service on the landlord.

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 18, 2011.

Residential Tenancy Branch