



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for a Monetary Order for the return of their security deposit and pet damage deposit, doubled, and to recover the cost of the filing fee from the landlord for this application.

The landlord did not appear at the hearing.

The tenants testified and supplied evidence that they served the Application and Hearing Package upon the landlord via registered mail on October 27, 2011. The tenant supplied proof of the registered mail and a document showing that the package was successfully delivered to the landlord.

Having been satisfied the tenants served the landlord in a manner that complies with section 89 of the Residential Tenancy Act (the "Act"), I proceeded to hear from the tenants without the landlord present.

The tenants appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in documentary form prior to the hearing and make submissions to me.

### Issue(s) to be Decided

Has the landlord breached the tenancy agreement, Residential Tenancy Act or regulations entitling the tenants to the return of double their security deposit and pet damage deposit and to recover the filing fee?

### Background and Evidence

The tenants testified that this tenancy began on December 1, 2010, ended on September 1, 2011, monthly rent was \$850.00 and the tenants paid a security deposit of \$425.00, shortly prior to the beginning of the tenancy and a pet damage deposit in two instalments, totalling \$425.00, in March and April, 2011.

The tenants testified that the landlord was provided their written, forwarding address on the condition inspection report, on September 1, 2011. As evidence, the tenants supplied a copy of the condition inspection report, which showed the tenants' forwarding address listed.

The tenants stated that as of the day of the hearing, they had not received any portion of their security deposit or pet damage deposit from the landlord.

### Analysis

Based on the testimony and evidence provided, and on a balance of probabilities, I find as follows:

In the absence of the landlord, the tenants' evidence and testimony will be preferred.

I grant the tenants' application for Dispute Resolution and Order that the landlord pay the tenants double their security deposit and pet damage deposit, pursuant to section 38(6) of the *Act*.

Section 38(1) of the *Act* requires a landlord to either return a tenant's security deposit and pet damage deposit or to file an application for Dispute Resolution to retain the deposits within 15 days of receiving the tenant's forwarding address in writing. Section 38(6) of the *Act* states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the security deposit and pet damage deposit.

I accept the evidence of the tenants that the landlord had the tenants' forwarding address on September 1, 2011, that the landlord did not file an application for Dispute Resolution making a claim against the tenants' security deposit or return all or any portion of the tenants' security deposit or pet damage deposit.

Having granted the tenants' application, I also grant the tenants' request to recover the filing fee paid for submitting this application.

I find that the tenants have established a total monetary claim for the sum of **\$1,750.00**.

This sum is comprised of **double** the security deposit of **\$425.00**, double the pet damage deposit of **\$425.00**, plus the **\$50.00** filing fee

Conclusion

I grant the tenants' application and have issued a monetary Order for the sum of **\$1,700.00**. The landlord is directed to forthwith transmit the amount of \$1,700.00 to the tenants, at either the forwarding address provided or the address listed on their application.

I am enclosing a monetary order for \$1,700.00 with the tenants' Decision. This order is a **legally binding, final order**, and it may be filed in the Provincial Court of British Columbia (Small Claims) should the landlord fail to comply with this monetary order.

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: January 12, 2012.

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Residential Tenancy Branch