



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, MNSD

### Introduction

This hearing was convened by way of conference call in response to an application made by the tenant for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and for a monetary order for return of all or part of the pet damage deposit or security deposit.

The tenant attended the conference call hearing, provided evidence in advance of the 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 December 8, 2011, no one for the landlord company attended the hearing. The tenant provided evidence of having sent the documents by registered mail on that date, which includes a copy of the Registered Mail Customer Receipt showing the registration number of the mail as well as a copy of a Canada Post cash register receipt showing that the registered mail was purchased on December 8, 2011. The *Residential Tenancy Act* states that documents served in that fashion are deemed to have been served 5 days after mailing, and I find that the landlord has been served in accordance with the *Act*.

All evidence and testimony provided have been reviewed and are considered in this Decision.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the tenant entitled to a monetary order for return of all or part of the pet damage deposit or security deposit, or double the amount of such deposits?

### Background and Evidence

The tenant testified that this month-to-month tenancy began on October 15, 2010 and ended on April 30, 2011. Rent in the amount of \$700.00 per month was payable in advance on the 1<sup>st</sup> day of each month, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$350.00, and no pet damage deposit was collected.

The tenant further testified that a move-in and a move-out condition inspection report were completed by the parties, and the tenant was told that all of the security deposit would be returned. The move-out condition inspection report was completed on April 30, 2011 and at that time, the tenant provided the landlord with a forwarding address in writing.

The tenant further testified that the landlord sent to the tenant, at the forwarding address provided by the tenant, a statement showing that the landlord had deducted \$78.40 from the security deposit amount for carpet cleaning as well as \$96.09 for an electric bill, and provided a copy of that statement for this hearing. The document shows that it was addressed to the tenant at the same address that the tenant has indicated on the Tenant's Application for Dispute Resolution. The tenant also testified that the tenant did not authorize the landlord to keep any portion of the security deposit, and the tenant was not served with an Application for Dispute Resolution claiming against the security deposit from the landlord. Accompanied with the statement was a cheque payable to the tenant for the difference of \$175.51. The tenant has cashed that cheque.

The tenant claims double the amount of the security deposit, less the \$175.51 returned to the tenant by the landlord.

### Analysis

The *Residential Tenancy Act* states that the landlord must return the security deposit to the tenant in full within 15 days of the later of the date the tenancy ends or the date that the tenant provides a forwarding address in writing, or apply for dispute resolution claiming against that security deposit within that 15 day period. If the landlord fails to do so, the landlord must pay the tenant double the amount of the security deposit or pet damage deposit, if applicable. In this case, I accept the testimony of the tenant that the landlord received the tenant's forwarding address in writing on April 30, 2011 as evidenced by the landlord's statement to the tenant addressed to the tenant at the tenant's address. I further find that the tenancy ended on the same date, and the landlord has failed to comply with Section 38 of the *Residential Tenancy Act*. Therefore, I find that the tenant is entitled to a monetary order for double the amount of the security deposit, less the \$175.51 which the landlord returned to the tenant.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant in the amount of \$524.49. This order is final and binding on the parties and may be enforced.

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: February 21, 2012.

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Residential Tenancy Branch