Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in response to an application made by the tenant for return of all or part of the pet damage deposit or security deposit, and the tenant applies for double the amount of such deposit(s) pursuant to Section 38 (6) of the *Residential Tenancy Act.*

The tenant attended the conference call hearing, gave affirmed testimony, and provided evidence in advance of the hearing. However, despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on December 30, 2011, the landlords did not attend. The tenant provided evidence of having mailed the documents, and I find that the landlords have been served in accordance with the *Residential Tenancy Act*. The tenant was also given an opportunity to provide evidence at the conclusion of the hearing.

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

Issue(s) to be Decided

Is the tenant entitled to return of all or part of the pet damage deposit or security deposit, or double the amount of the pet damage deposit or security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on or about July 25, 2010 and ended on November 30, 2011. Rent in the amount of $600.00 per month was originally payable on the 1st day of each month under the tenancy agreement, but the tenant testified that the rental amount was increased to $650.00 per month during the tenancy. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of $300.00, which is still held in trust by the landlords, and no pet damage deposit was collected.

A copy of the tenancy agreement was provided, which is signed by the parties, and is an agreement between the tenant and the named landlord, and does not indicate a landlord company. The tenancy agreement also contains some handwriting with a signature of a person purporting to be the landlord that acknowledges receipt of the $300.00 security deposit, and the signature at that notation is the same signature that is contained on the signature page of the parties in that agreement.

The tenant also testified that the landlords were provided with the tenant's forwarding address in writing as requested by the landlord on November 30, 2011. The tenant completed a letter to the landlords that contained the tenant's forwarding address and dated the letter December 7, 2011 because the landlords had requested 2 weeks to return the security deposit, however the tenant sent the letter to the landlords by registered mail on November 30, 2011.

The landlords have not returned any portion of the security deposit to the tenant, and the tenant claims double the amount of the security deposit, or $600.00.

Analysis

The *Residential Tenancy Act* states that a landlord must return the security deposit or apply for dispute resolution claiming against the security deposit within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing. If the landlord does neither, the landlord must pay the tenant double the amount of the security deposit.

In this case, I accept the testimony of the tenant that the tenancy ended on November 30, 2011 and the tenant provided a forwarding address in writing, which I find was deemed to have been received by the landlord 5 days after mailing, or December 5, 2011. The landlord has not returned the security deposit and has not applied for dispute resolution claiming against the deposit.

I further find that the landlord company did not enter into a tenancy agreement with the tenant, but the named landlord did. Therefore, I find that the application as against the landlord company should be dismissed, and the tenant is entitled to a monetary order as against the named landlord for double the amount of the security deposit, or $600.00.

Conclusion

For the reasons set out above, the application as against the landlord company is hereby dismissed without leave to reapply.

I hereby grant a monetary order in favour of the tenant pursuant to Section 67 of the *Residential Tenancy Act* as against the named landlord in the amount of $600.00.

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: March 07, 2012.

Residential Tenancy Branch