



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD and FF

### Introduction

This hearing was convened on the tenant's application of February 27, 2012 seeking return of her security and pet damage deposits on the grounds that the landlord did not return them within 15 days of the latter of the end of the tenancy or receipt of the tenants' forwarding address. The tenant also sought to recover the filing fee for this proceeding from the landlord.

Despite having been served with the Notice of Hearing sent by registered mail on March 1, 2012, the respondent landlords did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

### Issue(s) to be Decided

This matter requires a decision on whether the tenant is entitled to return of the security and pet damage deposits, whether the amount should be doubled, and whether she is entitled to recover the filing fee for this proceeding from the landlords.

### Background and Evidence

This tenancy began on or about September 17, 2011 and ended on November 30, 2011, a tenancy the tenant said all parties knew would be short term as it was made to accommodate her husband's temporary work assignment. Rent was \$1,200 per month and the landlords hold security and pet damage deposits of \$600 each paid at the beginning of the tenancy even though the tenant did not have a pet.

During the hearing, the tenant gave evidence that the landlords advised during a telephone conversation on February 13, 2012 that they would be returning the pet damage deposit, but they were retaining the security deposit to cover carpet cleaning. At the time of the hearing, the tenant had received no payment.

She said the landlords also claim pipe froze as they tenant took the utilities out of her name at the end of the tenancy, a natural and predictable act as the landlords had a month's notice to prepare.

The tenant stated that the landlords did not complete condition inspection reports at the beginning or at the end of the tenancy as required by sections 23 and 35 of the *Act*.

### 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 security or pet damage deposits or file for dispute resolution to make claim against them unless the tenant has agreed otherwise in writing as per section 38(4).

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 deposits.

I accept the uncontested evidence of the tenant that the landlords were provided with her forwarding address with her notice to end tenancy, that the deposits were not returned within 15 days of the end of the tenancy, and that the landlords did not make application to claim against them.

Therefore, find that the tenants are entitled to return of the security and pet damage deposits in double.

I further find that , as the application has succeeded on its merits, the tenant is entitled to recover the \$50 filing fee for this proceeding from the landlords.

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

For return of the security deposit (No interest due)	\$ 600.00
For return of the pet damage deposit (No interest due)	600.00
To double the pet damage deposit as per s. 38(6) of the <i>Act</i>	600.00
Filing fee	<u>50.00</u>
<b>TOTAL</b>	<b>\$2,450.00</b>

### Conclusion

The tenant's copy of this Decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$2,450.00, for service on the landlords.

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: April 27, 2012.

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Residential Tenancy Branch