

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied on June 06, 2012 for:

1. A Monetary Order for the return of the security deposit – Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on June 01, 2012 for:

1. A Monetary Order for damage to the unit – Section 67;
2. A Monetary Order to keep all or part of the security deposit – Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing.

Preliminary Matter

As the Landlord did not appear at the Hearing to pursue its claim, I dismiss the Landlord’s application.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Landlord entitled to the monetary amounts claimed?

Are the Parties entitled to recovery of their respective filing fees?

Background and Evidence

The tenancy began on June 1, 2009 and ended on March 31, 2012. Rent in the amount of \$750.00 was payable in advance on the first day of each month. At the outset of the

tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$375.00 and a pet deposit of \$300.00. No move-in or move-out inspection was conducted. It is noted that pursuant to a previous decision, the Landlord was found to have received the Tenant's forwarding address on May 22, 2012 and was directed to either make an application for dispute resolution or return the deposit to the tenant no later than June 5, 2012. The Landlord did not appear at this Hearing and did not return the security deposit to the Tenant. The Tenant states that the Landlord has a history of not returning security deposits to tenants. The Tenant claims return of double the security and pet deposit.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Although the Landlord made an application for dispute resolution claiming against the security deposit within the 15 days of receipt of the forwarding address, the Landlord did not appear to pursue the claim. I find that this action has the same effect as not having made the application. I find therefore that the Landlord is required to return double the security deposit of \$375.00 plus double the pet deposit of \$300.00 for a total amount of **\$1,350.00**.

As the Tenant has been successful with its claim, I find that the Tenant is also entitled to recovery of the **\$50.00** filing fee for a total monetary entitlement of **\$1,400.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$1,400.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: July 23, 2012.

Residential Tenancy Branch