



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

MNSD, MNDC, and FF

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit/pet damage deposit; for a monetary Order for money owed or compensation for damage or loss; and to recover the filing fee from the Landlord for the cost of filing this application.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord, via registered mail, at the service address noted on the Application, on May 31, 2012. Canada Post documentation was submitted that corroborates this testimony. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

The Tenant submitted documents to the Residential Tenancy Branch. He stated that copies of these documents were sent to the Landlord, via registered mail, at the service address noted on the Application, on July 11, 2012. Canada Post documentation was submitted that corroborates this testimony. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act* and they were accepted as evidence for these proceedings.

### Issue(s) to be Decided

The issues to be decided are whether the Tenant is entitled to the return of double the security deposit paid in relation to this tenancy and to recover the cost of filing this Application for Dispute Resolution.

### Background and Evidence

The Tenant stated that this tenancy began on June 01, 2010; that a security deposit of \$650.00 was paid; and that a pet damage deposit of \$650.00 was paid. A tenancy agreement was submitted in evidence that corroborates this testimony.

The Tenant stated that this tenancy ended on April 31, 2012; that the Tenant did not authorize the Landlord to retain the security deposit; that the Landlord returned the security deposit of \$650.00 on May 04, 2012; that the Landlord returned the pet damage

deposit of \$650.00 on May 29, 2012; and that he has no knowledge of the Landlord filing an Application for Dispute Resolution claiming against the security deposit.

The Tenant stated that he provided the Landlord with his forwarding address, via text messaging, on May 01, 2012 and May 04, 2012. A copy of the text message sent on May 04, 2012 was submitted in evidence.

### Analysis

On the basis of the evidence provided by the Tenant and in the absence of evidence to the contrary, I find that the Tenant paid a security deposit of \$650.00 and a pet damage deposit of \$650.00; that the Landlord returned the security deposit of \$650.00 on May 04, 2012 and the pet damage deposit of \$650.00 on May 29, 2012; that the Tenant did not authorize the Landlord to retain any portion of the security deposit; that the Landlord did not file an Application for Dispute Resolution claiming against the deposit; and that this tenancy ended on April 31, 2012.

On the basis of the evidence provided by the Tenant and in the absence of evidence to the contrary, I find that the parties regularly communicated via text message and that the Tenant had sent a forwarding address, via text message, by May 04, 2012.

Section 38(1) of the *Act* stipulates 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 either repay the security deposit and/or pet damage deposit or make an application for dispute resolution claiming against the deposits. In the circumstances before me, I find that the Landlord failed to comply with section 38(1), as the Landlord had not repaid the pet damage deposit or filed an Application for Dispute Resolution 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,

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1), the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act* in regards to the pet damage deposit, I find that the Landlord must pay the Tenant double the pet damage deposit.

### Conclusion

I find that the Tenant has established a monetary claim of \$700.00, which represents the \$650.00 penalty imposed by section 38(6) of the *Act* and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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 25, 2012.

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Residential Tenancy Branch