



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order for the double return of the security / pet damage deposits, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from November 25, 2011 to November 30, 2012. Monthly rent of \$1,600.00 is due and payable in advance on the first day of each month. A security deposit of \$800.00 and a pet damage deposit of \$800.00 were both collected.

On March 13, 2012 the tenant gave notice to end the tenancy effective on or before May 31, 2012. Subsequently, the tenant provided the landlord with her forwarding address by way of e-mail, and on April 27, 2012 a move-out condition inspection was completed. New tenants were found for the unit effective May 1, 2012.

By cheque dated May 15, 2012 the landlord returned only \$1,320.00 to the tenant of the combined security / pet damage deposits of \$1,600.00, after deducting \$280.00 for the cost of advertising for new renters. The tenant testified that the envelope containing the cheque was mailed on May 17, 2012, and she received it on or about May 19, 2012.

Analysis

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that the landlord may retain an amount from the security / pet damage deposit at the end of tenancy if the tenant agrees in writing that the landlord may do so in order to pay a liability or obligation of the tenant.

This section also provides that within 15 days of 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 / pet damage deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security / pet damage deposit and must pay the tenant double the amount of the security / pet damage deposit.

Based on the documentary evidence and testimony of the parties, I find that the tenant did not provide the landlord with written consent to retain any amount from the security / pet damage deposit at the end of tenancy. Further, I find that the landlord did not repay the security / pet damage deposits, or file an application for dispute resolution within 15 days after the end of tenancy. Accordingly, I find that the tenant has established entitlement to the double return of the security / pet damage deposits, in addition to recovery of the filing fee. The amount of the entitlement is calculated as follows:

\$1,600.00: security deposit of \$800.00 x 2
\$1,600.00: pet damage deposit of \$800.00 x 2
\$50.00: filing fee

Sub-total: \$3,250.00.

Balance owed to tenant: \$1,930.00 (\$3,250.00 - \$1,320.00 [amount already paid])

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,930.00**. Should it be necessary, this order may be served on the landlord, 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 31, 2012.

Residential Tenancy Branch