



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of double the security and pet deposits and for the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on June 29, 2012. The tenant filed a receipt with a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Is the tenant entitled to the return of double the security and pet deposits and the filing fee?

### **Background and Evidence**

The tenancy began on April 01, 2011 and ended on December 15, 2011. The monthly rent was \$755.00. There was no written tenancy agreement. Prior to moving in, the tenant paid a security and pet deposit of \$1,000.00. The tenant filed a copy of the cheque made out to the landlord for the deposits along with a copy of the back of the cashed cheque.

The tenant testified that on December 15, 2011, a move inspection was conducted and the landlord informed her that everything was in order and that he would return the deposits. An inspection report was not created. The tenant stated that on December 17, 2011, she provided the landlord with her forwarding address in writing and also gave him a self addressed stamped envelope to return the deposits to her by mail.

When she did not hear back from the landlord, she made several verbal requests for the return of the deposits.

On April 16, 2012, a company who carried out repair work in the rental unit filed an application for damages against the tenant. This application was heard and dismissed. The reason for the dismissal was that The Residential Tenancy Act and Dispute Resolution Hearings process only applies to matters between landlords and tenants.

In that application, the applicant was not the landlord. Therefore, the Dispute Resolution Officer dismissed the application of the applicant.

On June 22, 2012 the tenant applied for the return of double the security and pet deposits.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security and pet deposits or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord failed to repay the deposits or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposits.

The landlord currently holds a security and pet deposit of \$1,000.00 and is obligated under section 38 to return double this amount (\$2,000.00) plus interest on the base deposit (\$0.00). Since the tenant has proven her claim, she is also entitled to the recovery of the filing fee (\$50.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$2,050.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

### **Conclusion**

I grant the tenant a monetary order for **\$2,050.00**.

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: August 30, 2012.

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Residential Tenancy Branch