



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This hearing was convened by way of conference call in response to an application made by the tenant for a monetary order for return of all or part of the pet damage deposit or security deposit.

The tenant attended the conference call hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on August 28, 2012, the landlord did not attend. The tenant provided evidence of having served the landlord on that date and in that manner, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*. The line remained open while the phone system was monitored for 10 minutes and the only participant who attended the hearing was the tenant.

All evidence and testimony provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the tenant established a claim as against the landlord for a monetary order for return of the pet damage deposit or security deposit?

### Background and Evidence

The tenant testified that this month-to-month tenancy began on May 1, 2012 and ended on May 20, 2012. Rent in the amount of \$700.00 per month was payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$350.00.

The tenant testified that the landlord was drinking alcohol and smoking, and the tenant could not reside in that environment. On May 20, 2012 the tenant gave the landlord written notice to vacate the rental unit which also contained the tenant's forwarding

address. The keys were left with the note on the landlord's table. A copy of the note was provided for this hearing. The tenant had paid rent for the months of May and June, 2012.

The tenant also sent the landlord another letter and provided a copy for this hearing. The letter is dated August 21, 2012 and again requests the return of the security deposit and states that the address has not changed and repeats the forwarding address for the landlord.

On November 1, 2012 the tenant received the sum of \$350.00 from the landlord by way of money order dated October 29, 2012 with a note in an unsealed envelope. The note requests that the tenant cancel this hearing.

### Analysis

The *Residential Tenancy Act* states that a landlord must return all of a pet damage deposit or security deposit or both 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, or make a claim against the deposits by filing an application for dispute resolution within that 15 day period. If the landlord fails to do so, the landlord must be ordered to pay the tenant double the amount of such deposits.

In this case, I find that the tenancy ended on May 20, 2012 which is also the date the tenant left the landlord a note with the tenant's forwarding address in writing. The tenant did not testify, and would have no way of knowing, when the landlord actually received the first note left by the tenant. However, the tenant left it on the landlord's table and then followed up with that request for return of the security deposit on August 21, 2012. The landlord returned the security deposit in October, 2012 which I find is well beyond the 15 days provided for in the *Act*. I find that the tenant is entitled to double recovery of the security deposit and has received \$350.00 and is entitled to recovery of another \$350.00 for the landlord's failure to comply with the *Residential Tenancy Act*.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$350.00.

This order is final and binding on the parties and may be enforced.

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: November 15, 2012.

---

Residential Tenancy Branch