



Dispute Resolution Services

Page: 1

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. The tenant also applied for compensation pursuant to a notice to end tenancy for landlord's use of property. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The landlord was calling from overseas but confirmed that his contact address was the same out of Province post box which he gave the tenant for use during and after the tenancy. The landlord also confirmed that he had received the tenant's evidence package. However, the notice to end tenancy for landlord's use of property was not received by both the tenant and myself.

The landlord stated that he could not recall the reason for the notice and had not received the copy of the notice that the tenant was relying on as evidence for his claim for compensation. The landlord therefore requested that a ruling not be made on this portion of the tenant's application. The tenant stated that he had filed evidence containing the notice on November 22, 2012 at the Residential Tenancy Branch Office in Burnaby and mailed the same to the landlord.

In the absence of the notice to end tenancy and in the absence of agreement between the two parties regarding the content of the notice, I dismiss this portion of the tenant's application with leave to reapply.

Accordingly, this hearing only dealt with the tenant's application for the return of double the security and pet deposits and for the recovery of the filing fee.

Issue to be Decided

Did the tenant provide the landlord with his forwarding address in writing? Did the landlord apply to retain the security deposit or return the security deposit in a timely manner? Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started in December 2008 and ended on April 01, 2012, pursuant to a notice to end tenancy for landlord's use of property. At the start of tenancy, the monthly rent was \$1,950.00. Prior to moving in, the tenant paid a security deposit of \$1,000.00 and later a pet deposit of \$1,200.00. The landlord agreed that he received the tenant's forwarding address in writing on or about April 01, 2012.

The landlord stated that the tenant had caused damage to the rental unit and at the end of the tenancy; he attempted to work out an agreement with the tenant to pay for repairs. The parties were unable to reach an agreement.

The landlord stated that he had intentions of moving into the unit after the tenant moved out, but had to leave the unit vacant for some work to be completed. After the work, he moved into the unit for a short while but due to personal reasons, he sold the unit in May 2012.

The tenant offered to accept the return of base amounts of the deposits in full settlement of his claim. The landlord refused the offer.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit 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.

In this case, the tenant gave the landlord his forwarding address on April 01, 2012. I find that the landlord failed to repay the security deposit 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 deposit.

The landlord currently holds \$1,000.00 for a security deposit and \$1,200.00 for a pet deposit. Accordingly, the landlord must return \$4,400.00 to the tenant plus the accrued interest of \$2.80. Since the tenant has proven his case he is also entitled to the recovery of the filing fee of \$100.00.

Overall the tenant has established a claim of \$4,502.80. Accordingly, I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount, which represents double the security and pet deposits, accrued interest on the base amount plus the filing fee. 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 in the amount of **\$4,502.80**.

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: December 11, 2012.

Residential Tenancy Branch