



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for double recovery of the security deposit or pet damage 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 November 15, 2012, the landlord did not attend. The tenant testified that the landlord had been served on that date and in that manner and provided a receipt issued by Canada Post and a tracking number for that registered mail as evidence of service, 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 joined the call was the tenant.

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

### Issue(s) to be Decided

Is the tenant entitled to recovery or double recovery of the pet damage deposit or security deposit?

### Background and Evidence

The tenant testified that this month-to-month tenancy began on September 1, 2012 and ended on September 26, 2012. The rental unit is a rented bedroom within an apartment that the landlord rents from another landlord. The parties had personality issues which caused the landlord to ask the tenant to move out, and the tenant complied.

Rent in the amount of \$450.00 per month was payable in advance on the 1<sup>st</sup> day of each month, and the tenant gave the landlord a security deposit in the amount of \$225.00 in late August, 2012. The landlord provided the tenant with a receipt on

September 7, 2012, a copy of which was provided for this hearing. No pet damage deposit was collected by the landlord.

The tenant vacated the rental unit on September 26, 2012 leaving a letter on the kitchen table for the landlord, which also contained the tenant's forwarding address. A copy of the letter was provided for this hearing. The tenant believes the landlord received the letter on September 26, 2012, but was not at the rental unit when the letter may have been received.

The landlord provided the tenant with a letter, and the tenant has provided a copy for this hearing. The letter is undated, however the tenant also testified that on December 12, 2012 the tenant received \$200.00 of the security deposit from the landlord which was sent to the tenant's forwarding address.

The tenant has not been served with an Application for Dispute Resolution by the landlord, and the tenant did not authorize the landlord to retain any portion of the security deposit.

The tenant requests a monetary order for double the amount of the deposit, less the \$200.00 payment made.

### Analysis

The *Residential Tenancy Act* requires a landlord to return the security deposit in full to the tenant or apply for dispute resolution to keep any part of it within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing. If the landlord fails to do so, the landlord must be ordered to re-pay the tenant double the amount of such deposit.

It is not clear in this case what date the landlord received the tenant's forwarding address, however it is clear that the landlord had the address by December 12, 2012 when the landlord returned a portion of the security deposit to the tenant.

In the circumstances, I find that the tenant has established entitlement under the *Act* for double the amount of the security deposit, or \$450.00, less the \$200.00 returned to the tenant. Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

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 \$300.00.

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: February 13, 2013

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Residential Tenancy Branch

