



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Amber Properties Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the tenants application to recover double the security and pet deposits; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act* (*Act*), regulations or tenancy agreement; and to recover the filing fee from the landlord for the cost of this application. During the hearing the tenant withdrew his application for a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulations or tenancy agreement.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on December 24, 2012. Mail receipt numbers were provided in the tenant's documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*

Issue(s) to be Decided

Is the tenant entitled to recover double the security and pet deposits?

Background and Evidence

The tenant testifies that this tenancy started on August 01, 2010. Rent for this unit was \$790.00 per month increasing to \$808.17 in the second year of the tenancy. Rent was due on the last day of each month in advance. The tenant paid a security deposit of \$395.00 and a pet deposit of \$395.00 on June 29, 2010. The tenant gave the landlord a forwarding address in writing on June, 30, 2012 when the tenant gave Notice to the landlord to end the tenancy.

The tenant testifies that the landlord has not returned both security and pet deposits within 15 days of receiving the tenants forwarding address in writing and the end of the tenancy. The tenant testifies that at no time has the tenant given the landlord permission to keep the deposits. The tenant testifies that the landlord returned \$395.00 for the security deposit and the cheque is dated August 14, 2012 but the letter that came with that cheque states that nil pet deposit was paid.

The tenant has provided a copy of the tenancy agreement in documentary evidence. The tenancy agreement has hand written notations on it which state a security deposit of \$395.00 and a pet deposit of \$395.00 were paid by the tenant on June 29, 2010. These notations have been signed by the landlords agent and the tenant.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing whichever is the later date to either return the security and pet deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord

does not do either of these things and does not have the written consent of the tenant to keep all or part of the security and pet deposits then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security and pet deposit to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on June 30, 2012 and the tenancy ended on July 31, 2012. As a result, the landlords had until August 15, 2012 to return the tenants security and pet deposit or apply for Dispute Resolution to make a claim against it. I find the landlords did return the security deposit of \$395.00 and the cheque is dated for August 14, 2012 but the landlord has not filed an application for Dispute Resolution to keep the pet deposit. Therefore, I find that the tenant has established a claim for the return of double the pet deposit only pursuant to section 38(6)(b) of the *Act*. As both deposits are separate items the tenant would not be entitled to recover double the security deposit also.

I also find the tenant is entitled to recover the **\$50.00** filing fee from the landlords pursuant to section 72(1) of the *Act*. The tenant is entitled to a Monetary Order as follows:

| | |
|---------------------------------------|-----------------|
| Double the pet deposit | \$790.00 |
| Filing fee | \$50.00 |
| Total amount due to the tenant | \$840.00 |

Conclusion

I HEREBY FIND in partial favor of the tenants monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for **\$840.00**. The order must be served on the respondent and is enforceable through the Provincial Court 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: March 15, 2013

Residential Tenancy Branch

