



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; a Monetary Order to recover the security deposit; and to recover the filing fee from the landlords for the cost of this application.

Service of the hearing documents, by the tenant to the landlords, was done in accordance with section 89 of the *Act*, sent via registered mail on January 22, 2013. Mail receipt numbers were provided in the tenant's documentary evidence. The landlords were 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 landlords, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the tenant entitled to recover the security deposit?
- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss to recover double the security and pet deposits?

### Background and Evidence

The tenant testifies that this tenancy started on June 01, 2011 for a six month fixed term which continued on a month to month basis until the tenancy ended on September 30, 2012. Rent for this unit was \$1,390.00 per month and was due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$700.00 and a pet deposit of \$100.00 in April, 2011. The tenant testifies that both parties attended the move in and the move out condition inspection of the property and the tenant posted the landlord his forwarding address in writing on November 22, 2012.

The tenant testifies that when the landlords did not return the deposits the tenant called the landlords and was informed that the landlords would not return the deposits until the tenant had paid the final Hydro bill. The tenant testifies that they landlords did not send the tenant a copy of the bill in order for the tenant to pay this. The tenant testifies that he spoke to the landlords on four occasions concerning this bill but has still never received a copy of the bill from the landlords.

The tenant testifies that as the landlords have not returned the security or pet deposit the tenant now seeks to recover double the deposits to the sum of \$1,600.00 plus the \$50.00 filing fee.

### Analysis

I have carefully considered the evidence before me, including the undisputed sworn testimony of the tenant. I refer the parties to Section 38(1) of the *Act* which 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 to either return the security and pet deposits 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 deposits to the tenant.

Based on the above and the evidence presented I find that the landlords did receive the tenants forwarding address in writing on or about November 27, 2012, five days after it was mailed by the tenant. As a result, the landlords had until December 12, 2012 to return the tenants security and pet deposits. I find the landlords did not return the security and pet deposits therefore, I find that the tenant has established a claim for the return of double the security and pet deposits to the amount of **\$1,600.00** pursuant to section 38(6)(b) of the *Act*.

I further find the tenant is entitled to recover the **\$50.00** filing fee from the landlords pursuant to s. 72(1) of the *Act*.

### Conclusion

I HEREBY FIND in favor of the tenant's monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for **\$1,650.00**. The order must be served on the respondents 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: April 12, 2013

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Residential Tenancy Branch