



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This is an application filed by the Landlord for a monetary order for the return of double the security deposit and for money owed.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend or submit any documentary evidence. The Tenant states that the Landlord was served with the notice of hearing package and documentary evidence by Canada Post Registered Mail on April 5, 2013. The Landlord has provided a copy of the Canada Post Customer Receipt Tracking number as confirmation. I accept the undisputed evidence of the Tenant and I am satisfied that both parties have been properly served with the notice of hearing and submitted documentary evidence.

During the hearing, the Tenant stated that her mailing address had changed and has provided it and requests that the Application be amended to update her mailing address. The Tenant states that the address for the Landlords will also change as they are vacating their current address 1 day after the hearing. The Tenant explains that the Landlords are their relatives and have obtained their address in advance. The Tenant has provided the Landlord's new address and wish to have the Application amended for the updated information. The Tenant's Application shall be amended to show the new mailing addresses for both parties as per the Tenant.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

### Background and Evidence

The Tenant states that there is no signed tenancy agreement with their relatives. The Tenant states that the Tenancy ended on September 2012 when they vacated the rental

unit and their forwarding address in writing was provided to the Landlord on August 26, 2012. The Tenant states that the Landlords failed to return the \$250.00 and is still holding it as of the date of this hearing. The Tenant has provided copies of two receipts issued by Associated Property Management (2001) for \$190.00 and \$60.00 dated May 11, 2012 for a combined \$250.00 security deposit. The Tenant has stated that when their share of the security deposit was paid to APM that APM stated that they were not their Landlords and that any future claims against the portion paid would be against the Landlords, M.P. and L.S. The Tenant seeks a return of double the security deposit.

The Tenant also states that they were promised reimbursement by the Landlords for a lock and seeds if they were purchased in advance by the Tenants. The Tenant seeks reimbursement of \$15.38 based upon the Homehardware receipts for \$8.37 for a lock and \$7.01 for seed.

### Analysis

I accept the undisputed testimony of the Tenant and find that a claim for the return of double the security deposit has been established. Section 38 of the Act states,

38 (1) Except as provided in subsection (3) or (4) (a), **within 15 days after the later of**

**(a) the date the tenancy ends, and**

**(b) the date the landlord receives the tenant's forwarding address in writing,**

**the landlord must** do one of the following:

(c) **repay**, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) **make an application for dispute resolution claiming against the security deposit** or pet damage deposit.

(2) Subsection (1) does not apply if the tenant's right to the return of a security deposit or a pet damage deposit has been extinguished under section 24 (1) *[tenant fails to participate in start of tenancy inspection]* or 36 (1) *[tenant fails to participate in end of tenancy inspection]*.

(3) A landlord may retain from a security deposit or a pet damage deposit an amount that

(a) the director has previously ordered the tenant to pay to the landlord,  
and

(b) at the end of the tenancy remains unpaid.

(4) A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a) at the end of a tenancy, the tenant agrees in writing the landlord may  
retain the amount to pay a liability or obligation of the tenant, or

(b) after the end of the tenancy, the director orders that the landlord  
may retain the amount.

(5) The right of a landlord to retain all or part of a security deposit or pet damage  
deposit under subsection (4) (a) does not apply if the liability of the tenant is in relation  
to damage and the landlord's right to claim for damage against a security deposit or a  
pet damage deposit has been extinguished under section 24 (2) *[landlord failure to  
meet start of tenancy condition report requirements]* or 36 (2) *[landlord failure to meet  
end of tenancy condition report requirements]*.

**(6) If a landlord does not comply with subsection (1), the landlord**

**(a) may not make a claim against the security deposit or any pet  
damage deposit, and**

**(b) must pay the tenant double the amount of the security  
deposit, pet damage deposit, or both, as applicable.**

(7) If a landlord is entitled to retain an amount under subsection (3) or (4), a pet  
damage deposit may be used only for damage caused by a pet to the residential  
property, unless the tenant agrees otherwise.

(8) For the purposes of subsection (1) (c), the landlord must use a service method  
described in section 88 (c), (d) or (f) *[service of documents]* or give the deposit  
personally to the tenant.

It is clear based upon the Tenant's evidence that the Landlords have not returned the  
security deposit within 15 days after the end of the tenancy or when the forwarding  
address in writing was received. The Landlord is subject to Section 38 (6) and must pay  
the Tenant double the \$250.00 security deposit. The Tenant has established a claim for  
\$500.00 for the return of double the security deposit.

As for the Tenant's claim for money owed of \$15.38, I accept the undisputed testimony of the Tenant and find based upon the receipts provided that a monetary claim for \$15.38 has been established for reimbursement of the door lock and seeds.

The Tenant is granted a monetary order for \$515.38. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

### Conclusion

The Tenant is granted a monetary order for \$515.38.

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: June 28, 2013

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Residential Tenancy Branch