



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cedar West
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order to recover the security and pet deposits.

The tenant and landlord attended the conference call hearing and gave sworn testimony. All and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order to recover the security and pet deposits?

Background and Evidence

The parties agree that this tenancy started on October 01, 2012 for a fixed term of six months. Rent for this unit was \$695.00 per month and was due on the 1st day of each month. The tenant paid a security deposit of \$287.50 and a pet deposit of \$287.50 at the start of the tenancy. The tenancy ended on February 28, 2013.

The tenant testifies that she attended a Move in and a Move out condition inspection of the unit with the property manager and gave the property manager a forwarding address on the move out inspection report on February 28, 2013. The tenant testifies

that the landlord has not returned the tenant's security or pet deposit and the tenant now seeks to recover double the deposits.

The landlord testifies that they agree that the tenant's security and pet deposits were not returned to the tenant. The landlord testifies that they tried to contact the tenant to ensure the tenant was still at the forwarding address provided but the tenant could not be contacted by phone or e-mail. The landlord testifies that she is unsure why the security and pet deposits were not returned.

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 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 or pet deposit 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 February 28, 2013 and the tenancy also ended on that date. As a result, the landlord had until March 15, 2013 to return the tenants security and pet deposit or apply for Dispute Resolution to make a claim against it. I find the landlords did not return the security or pet deposit and have not filed an application for Dispute Resolution to keep the deposits. Therefore, I find that the tenant has established a claim for the return of double the security and pet deposit pursuant to section 38(6)(b) 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 **\$1,150.00**. 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: July 12, 2013

Residential Tenancy Branch

