



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This matter dealt with an application by the Tenant for the return of double her security deposit and pet deposit.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on June 13, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absences.

The Tenant said the Landlord did not accept the registered mail package with the Application and Notice of Hearing (the “hearing package”). The Tenant provided a tracking number and post office receipt and she said the address for the Landlord was correct.

### Issues(s) to be Decided

1. Is the Tenant entitled to the return of the security and pet deposits?

### Background and Evidence

This tenancy started on February 15, 2012 as a month to month tenancy. The tenancy ended July 15, 2015. Rent was \$1,180.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$525.00 on February 15, 2012 and a pet deposit of \$525.00 on February 15, 2012.

The Tenant said that she moved out of the rental unit on July 15, 2012 and gave the Landlord a forwarding address in writing on September 27, 2012. The Tenant said she was no move in or move out condition inspections were completed. The Tenant continued to say that she cleaned the unit before leaving and she asked the Landlord for her security and pet deposits back. The Tenant said the Landlord has not returned her deposits.

The Tenant also requested to recover the filing fee of \$50.00 for this proceeding.

### Analysis

Section 38 (1) says that 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.

And Section 38 (6) says 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.

I accept the Tenant's testimony that she gave the Landlord a forwarding address in writing on September 27, 2012. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by October 12, 2012. Consequently I find for the Tenant and grant an order for double the security and pet deposits of \$525.00 each in the amount of  $\$1,050.00 \times 2 = \$2,100.00$ .

As the Tenant was successful in this matter I order the Tenant to recover the filing fee of \$50.00 from the Landlord; pursuant to sections 38, 67 and 72 a monetary order for \$2,150.00 has been issued to the Tenant. This Monetary order represents double the security and pet deposits in the amount of \$2,100.00 and the filing fee of \$50.00.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38, 67 and 72 of the Act, I grant a Monetary Order for \$2,150.00 to the Tenant. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims 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: September 24, 2013

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Residential Tenancy Branch

