



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD

### **Introduction**

This Dispute Resolution hearing was convened to deal with an Application by the tenant seeking an order for the return of the security deposit retained by the landlord.

Despite being served by registered mail sent to each landlord on July 16, 2013, and confirmed by Canada Post tracking numbers, the respondent landlords did not appear.

### **Issue(s) to be Decided**

Is the tenant entitled to the return of the security deposit under section 38 of the Act?

### **Background and Evidence**

The tenancy began February 1, 2013. The rent was \$800.00 per month. A security deposit of \$400.00 and a pet damage deposit of \$400.00 had been paid. A copy of the tenancy agreement was in evidence. The tenancy ended on June 28, 2013.

The parties agreed the landlord could retain a portion of the pet damage deposit in the amount of \$100.00. On the final day of the tenancy, the landlord gave the tenant a cheque for the remainder of \$700.00. The tenant testified that they did not provide a forwarding address to the landlord until this application was served on the landlord.

The tenant testified that they received a text message from the landlord accusing the tenant of stealing their dog and stating that the landlords had put a hold on the refund cheque. A copy of this communication was in evidence.

The tenant testified that the landlord's \$700.00 cheque failed to clear. The tenant is seeking a Monetary Order for \$700.00 representing the portion of their security deposit and pet damage deposit that should have been refunded.

### **Analysis**

Section 38 of the Act provides that a security deposit or pet damage deposit must be refunded to the tenant within 15 days after the end of the tenancy and the date that the forwarding address was received, whichever is later.

In the alternative, if the landlord wants to retain the security deposit or pet damage deposit to satisfy a debt or damages, the landlord is required to make a claim against a deposit by filing an application for Dispute Resolution within 15 days after the end of the tenancy and the date that the forwarding address was received, whichever is later.

I accept the tenant's testimony and evidence verifying that they had given the landlord written permission to retain \$100.00 from their pet damage deposit for damages and there was an expectation that the landlord would honour the cheque they gave to the tenant for the remainder.

I find that the remaining security deposit and pet damage deposits were never refunded by the landlord. I also find that the landlord did not make an application for an order to retain the deposits for damages or loss.

I find that the tenant had provided the landlord with a service address when they served the landlord with the Application for Dispute Resolution on July 16, 2013.

Based on the evidence before me, I find that this tenant is entitled to receive the remaining refund of \$700.00.

I hereby issue a monetary order for \$700.00 in favour of the tenant. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### **Conclusion**

The tenant is successful in the application and is awarded a monetary order for a refund of the remaining security and pet damage deposits.

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: October 17, 2013

---

Residential Tenancy Branch

