



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNSD and FF

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on October 11, 2013 the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant wishes to rely upon as evidence were sent to the Landlord, via registered mail, at the service address noted on the Application. The Tenant submitted Canada Post documentation that corroborates this testimony. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

### Issue(s) to be Decided

Is the Tenant entitled to the return of the security deposit?

### Background and Evidence

The Tenant stated that this tenancy began on August 08, 2008; that the Landlord (Respondent) purchased the rental unit in 2010; that she paid a security deposit of \$317.50 to the original landlord on August 08, 2008; that she paid a pet damage deposit of \$317.50 to the original landlord on August 08, 2008; that a condition inspection report was completed at the start of the tenancy by the original landlord; and that a condition inspection report was completed at the start of the tenancy by Landlord (Respondent).

The Tenant stated that this tenancy ended on August 31, 2013; that the Tenant did not authorize the Landlord to retain the security deposit or pet damage deposit; that the Landlord did not return any portion of the security/pet damage deposit; and that the Landlord did not file an Application for Dispute Resolution claiming against the security/pet damage deposit.

The Tenant stated that she provided the Landlord with her forwarding address on the condition inspection report, a copy of which was submitted in evidence. The Tenant

stated on August 29, 2013 she provided the Landlord with a letter that contained her forwarding address, a copy of which was submitted in evidence. The Landlord appears to have signed this letter to acknowledge receipt of the address.

### Analysis

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit plus interest or make an application for dispute resolution claiming against the deposits. On the basis of the undisputed evidence, I find that the Landlord failed to comply with section 38(1) of the *Act*, as more than fifteen days has passed since the tenancy ended; more than 15 days has passed since the Landlord received a forwarding address, in writing; the Landlord has not repaid the security deposit/pet damage deposit and the Landlord has not filed an Application for Dispute Resolution.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the landlord must pay the tenant double the amount of the security deposit/ pet damage deposit. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit and pet damage deposit, plus interest on the original amount.

I find that the Tenant's claim has merit and that she is entitled to recover the fee for filing this Application for Dispute Resolution.

### Conclusion

The Tenant has established a monetary claim of \$1,323.80, which is comprised of double the security deposit/pet damage deposit, \$3.80 in interest on the original amount of the security deposit, and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced 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: January 21, 2014

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Residential Tenancy Branch