



# Dispute Resolution Services

Page: 1

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 male Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord via registered mail at the service address noted on the Application, on October 22, 2013. 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 female Tenant stated that this tenancy began on August 29, 2013; that the monthly rent was \$1,500.00; that the Tenant paid a \$1,500.00 security/pet damage deposit; that the tenancy ended on September 30, 2013; that the Tenant did not authorize the Landlord to retain any portion of the security/pet damage deposit; that on, or about, October 14, 2013 the Tenant received a partial refund of their deposits, in the amount of \$1,000.00; that the Landlord did not return the remaining \$500.00 of the deposits; that the Tenant does not believe the Landlord filed an Application for Dispute Resolution claiming against the security deposit; and that the Tenant provided the Landlord with a forwarding address, in writing, on September 30, 2013.

### 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

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 the Landlord has not repaid the full security/pet damage deposit nor has the Landlord filed an Application for Dispute Resolution, and more than fifteen days has passed since the tenancy ended and the Landlord received a forwarding address for the Tenant, in writing.

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, or both, as applicable. 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/pet damage that was paid.

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

### Conclusion

I find that the Tenant has established a monetary claim of \$3,050.00, which is comprised of double the security/pet damage deposit and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution. I find that this claim should be reduced by the \$1,000.00 that was returned to the Tenant on, or about, October 14, 2013.

I grant the Tenant a monetary Order in the amount of \$2,050.00. In the event that the Landlord does not voluntarily 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 27, 2014

---

Residential Tenancy Branch

