



# 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/ pet damage deposit and to recover the fee from for filing this Application.

The Tenant stated that 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, on September 05, 2013. The Tenant submitted Canada Post documentation that corroborates this testimony. In the absence of evidence to the contrary, I find 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/ pet damage deposit?

### Background and Evidence

The Tenant stated that this tenancy began on December 21, 2010; that he was required to pay monthly rent of \$1,475.00; that he paid a deposit of \$750.00 on December 07, 2010 to "hold" the rental unit; that he paid a "partial" security deposit of \$925.00 on December 31, 2010; that he agreed to pay the "remainder" of the security deposit on a monthly basis; and that he subsequently paid a security deposit of \$775.00 in various increments. The Tenant submitted a hand written ledger which outlines the times and amounts of the additional payments.

The Tenant stated that the tenancy ended on June 30, 2013; that the Tenant provided the Landlord with a forwarding address, by registered mail, on August 14, 2013; that the Landlord has not returned any portion of the security deposit; and that the Tenant did not provide the Landlord with written authorization to retain any portion of the deposit.

### Analysis

On the basis of the Tenant's evidence and the absence of any evidence to the contrary, I find that the Tenant paid a security deposit of \$2,450.00.

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 the Landlord has not repaid the security deposit and I have no evidence to show that he 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, 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 that was paid.

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

### Conclusion

The Tenant has established a monetary claim of \$4,950.00, which is comprised of double 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 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: December 14, 2013

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Residential Tenancy Branch

