



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Salco Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Preliminary Issues

The landlord has submitted in their testimony that the Respondent should be properly identified as the Salco Management instead of the name of the apartment building as submitted by the tenant. The tenant has made no objection to an amendment being made and I order that the application be amended to reflect the proper identification of the landlord.

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order to recover double the security and pet deposits and to recover the filing fee from the landlord for the cost of this application.

The tenant and landlord attended the conference call hearing and gave sworn testimony. Neither party provided any documentary evidence for this hearing to the Residential Tenancy Branch or to the other party. All testimony of the parties has been reviewed and is considered in this decision.

### Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for double the security and pet deposits?

### Background and Evidence

The parties agree that this tenancy started on December 01, 2010 for a fixed term of one year. The tenancy then continued on a month to month basis until August 30, 2013 when the tenant vacated the rental unit. Rent for this unit was \$850.00 per month and was due on the first day of each month. The tenant paid \$425.00 for a security deposit on December 01, 2010 and \$425.00 for a pet deposit in August, 2012. Further security deposits were paid of \$100.00 for an electrical deposit and \$20.00 for the parking deposit at the start of the tenancy.

The tenant testifies that the landlord did not return the tenant's security deposits or pet deposits of \$970.00 within 15 days of the tenancy ending. The tenant provided a forwarding address in writing to the landlord on August 30, 2013 when the move out inspection was completed. The tenant testifies that they did not give the landlord written permission to keep all or part of the deposits.

The tenant testifies that the landlord did return \$492.00 but later retracts this and agrees it was \$429.04 on September 11, 2013. The tenant seeks to recover double the deposits less the amount returned.

The landlord testifies that at the end of the tenancy the carpets required cleaning, the suite required cleaning, the carpets required repairs, and there were amounts outstanding on the electrical account. The landlord testifies that these amounts came to \$540.96. This amount was retained from the deposits and the balance of \$429.04 was returned to the tenant. The landlord agrees that they did not have the tenant's written permission to keep part of the deposits.

### Analysis

I have carefully considered the sworn testimony of both parties. Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the

date that the landlord receives the tenants forwarding address in writing to either return the security and pet deposits to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security and pet deposits then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security and pet deposits to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on August 30, 2013 and the tenancy ended on that date. As a result, the landlord had until September 14, 2013 to return all the tenant's security and pet deposits or apply for Dispute Resolution to make a claim against them. I find the landlord did not return the security or pet deposits and have not filed an application for Dispute Resolution to keep any of the deposits. Therefore, I find that the tenant has established a claim for the return of double the security and pet deposits to a total amount of  $\$970.00 \times 2 = \mathbf{\$1940.00}$  pursuant to section 38(6)(b) of the *Act*. The amount already returned to the tenant of **\$429.04** will be deducted from the tenant's monetary award.

The tenant is also entitled to recover the **\$50.00** filing fee from the landlord pursuant to s. 72(1) of the *Act*

### Conclusion

I HEREBY FIND in favor of the tenant's monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for **\$1,560.96**. The Order must be served on the Respondent. Should the Respondent fail to comply with the Order the Order may be enforced through the Provincial 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: January 31, 2014

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Residential Tenancy Branch

