



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD MNDC FF

### Introduction

This hearing dealt with an application by the tenant for double recovery of the balance of her pet and security deposits. The tenant, an advocate for the tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. The landlord stated, however, that the DVD she received from the tenant was cracked, and she could not view it. I therefore did not admit the tenant's DVD evidence. Neither party raised any other issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other admissible evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the tenant entitled to double recovery of the pet and security deposits?

### Background and Evidence

The tenancy began on November 1, 2009. At the outset of the tenancy, the tenant paid the landlord a pet deposit of \$440 a security deposit of \$440. The tenancy ended on August 30, 2013. Prior to the end of the tenancy, on July 5, 2013, the tenant provided the landlord with her written forwarding address. On September 23, 2013 the landlord returned \$272.84 of the deposits. The landlord did not return the balance of the deposits or apply for an order to retain the balance of the deposits.

The tenant stated that she did not at any time give the landlord written authorization to keep any part of the pet or security deposits.

The landlord stated that the tenant agreed that the landlord could keep part of the deposits, but she acknowledged that the tenant did not agree on a specific amount.

### Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, unless the tenant authorizes the landlord to keep part or all of the deposits, the landlord must repay the pet and security deposits or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the security deposit.

In this case, the tenant provided her forwarding address in writing on July 5, 2013 and the tenancy ended on August 30, 2013. The tenant did not give the landlord written authorization to retain a specific amount of the deposits. The landlord failed to repay the deposits or make an application for dispute resolution within 15 days of the end of the tenancy. I therefore find that the tenant has established a claim for double recovery of the deposits, less the \$272.84 payment that the tenant received on September 23, 2013, for a total of \$1487.16.

As the tenant's application was successful, she is also entitled to recover the \$50 filing fee for the cost of this application.

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$1537.16. This order may be filed in the 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: March 10, 2014

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Residential Tenancy Branch

