



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD

### **Introduction**

This is the Tenant's application for a monetary order for double the security deposit and pet damage deposit.

The Tenant gave affirmed testimony at the Hearing.

It was determined that the Tenant sent the Landlord the Notice of Hearing documents and copies of her documentary evidence by registered mail, sent on January 16, 2014. The Tenant provided the tracking number for the registered documents. The Tenant testified that the documents were returned to her. A search of the Canada Post tracking system indicates that the documents were left for the Landlord to pick up on January 20, 2014, and a notice card was left indication where they could be picked up. On January 25, 2014, a final notice was left at the Landlord's address. The documents were returned to the Tenant, unclaimed, on February 7, 2014.

I am satisfied that the Landlord was duly served with the Notice of Hearing documents by registered mail pursuant to the provisions of Section 89(1)(c) of the Act. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Landlord did not sign into the teleconference and the Hearing proceeded in her absence.

### **Issue to be Decided**

- Is the Tenant entitled to a monetary order for double the security deposit pursuant to the provisions of Section 38 of the Act?

### **Background and Evidence**

The Tenant gave the following testimony:

This tenancy began on July 1, 2012 and ended in May, 2013. The Tenant paid a

security deposit and a pet damage deposit in the total amount of \$700.00 at the beginning of the tenancy.

The Tenant gave the Landlord her forwarding address in writing, by registered mail sent October 23, 2013. The Tenant provided the original receipt and tracking number along with a Canada Post tracking system printout indicating that the registered package was picked and signed for by the Landlord.

There was no Condition Inspection Report completed at the beginning or the end of the tenancy.

The Tenant did not give the Landlord permission to retain any of the deposits. There have been no other Orders issued by the Director against the security deposit or the pet damage deposit.

The Landlord has not returned any of the deposits to the Tenant.

### **Analysis**

A security deposit is held in a form of trust by the Landlord for the Tenant, to be applied in accordance with the provisions of the Act.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

I find that the Landlord did not return the security and pet damage deposits or file an application against the deposits within 15 days of receipt of the Tenant's forwarding address in writing.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit and/or pet damage deposit.

Therefore, I find that the Tenant is entitled to a monetary order for double the amount of the deposits.

**Conclusion**

I hereby grant the Tenant a Monetary Order in the amount of **\$1,400.00** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: April 30, 2014

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Residential Tenancy Branch

