



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNSD

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for a return of her security deposit and pet damage deposit, doubled.

The tenant attended the telephone conference call hearing; the landlord did not attend.

The tenant provided evidence that she served the landlord with her Application for Dispute Resolution and Notice of Hearing by registered mail on January 24, 2014. The mail was sent to an address provided by the landlord and the tenant supplied the registered mail receipt showing the tracking number of the registered mail.

I find the landlord was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of her security deposit and pet damage deposit, doubled?

### Background and Evidence

The tenant submitted evidence that this tenancy began in December 2012, ended on December 31, 2013, and that she paid a security deposit of \$650 on November 9, 2012, and a pet damage deposit of \$650 on December 15, 2012.

The tenant submitted that when the tenancy began, the residential property belonged to a different owner and was managed by a property management company. During the tenancy, and unbeknownst to the tenant, the residential property was sold to the landlord here. The property management company informed the tenant on May 22, 2013, that they would no longer handle the affairs of her tenancy and that the landlord here would take over the tenancy matters.

The tenant further submitted that she and the landlord established that email would be the preferred method of communication between the parties, and as proof, submitted numerous copies of email communication between the parties discussing tenancy matters. I note that among the discussions were the landlord's admission that the two deposits were transferred to her with the sale of the property.

The tenant submitted that she provided her forwarding address to the landlord multiple times and that despite many requests, the landlord has failed to return either her security deposit or her pet damage deposit.

The tenant referenced her email evidence to show that the landlord has acknowledged receiving her forwarding address.

The tenant's monetary claim is \$2600, comprised of her security deposit of \$650, doubled, and her pet damage deposit of \$650, doubled.

### Analysis

Under section 38(1) of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit and pet damage deposit or to file an application for dispute resolution to retain the deposits within 15 days of the later of receiving the tenant's forwarding address in writing. Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of her security deposit and pet damage deposit.

Under section 93 of the Act, I find that the landlord here, although not the original owner, became responsible to deal with the tenant's security deposit and pet damage deposit when she purchased the residential property.

In the case before me, the tenant communicated her forwarding address in an email transmission. I accept that this method of communication was the preferred method of communication between the parties, as demonstrated by the tenant's evidence.

Although the Act does not recognize email transmission as an acceptable method of delivery of documents, I order that the delivery of the tenant's forwarding address through her December 18, 2013, email to the landlord, with the landlord's response on December 19, 2013, sufficiently served, pursuant to section 71 of the Act.

The undisputed evidence shows that the tenancy ended on December 31, 2013, the landlord received the tenant's forwarding address on December 18, 2013, and that the landlord has neither filed an application to retain the tenant's security deposit and pet damage deposit nor returned the two deposits in full.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double her security deposit and pet damage deposit, in the amount of \$650 each.

Pursuant to section 72(1) of the Act, I also order that the landlord pay the tenant her filing fee for this application in the amount of \$50.

Due to the above, I find the tenant is entitled to a total monetary award of \$2650, comprised of her security deposit of \$650, doubled to \$1300, her pet damage deposit of \$650, doubled to \$1300, and the filing fee of \$50.

### Conclusion

The tenant's application for monetary compensation is granted.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of her monetary award of \$2650, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

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* and is being mailed to both the applicant and the respondent.

Dated: May 12, 2014

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Residential Tenancy Branch

