



# 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 and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on December 31, 2013 the Application for Dispute Resolution and the Notice of Hearing were sent to each Respondent, via registered mail, at the service address noted on the Application. The Tenant cited two tracking numbers that corroborate this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*; however neither Respondent appeared at the hearing.

### Issue(s) to be Decided:

Is the Tenant entitled to the return of the security deposit?

### Background and Evidence:

The Tenant stated that this tenancy began on October 01, 2012; that she paid a security deposit of \$725.00; and that she paid a pet damage deposit of \$725.00. The Tenant submitted a copy of the residential tenancy agreement that corroborates her testimony that a \$725.00 security deposit was paid. The tenancy agreement does not specify whether or not a pet damage deposit was also paid.

The Tenant stated that a condition inspection report was completed at the start of the tenancy. She stated that the unit was jointly inspected at the end of the tenancy but a condition inspection was not completed at the end of the tenancy.

The Tenant stated that on December 03, 2013 she provided the property manager with her business card, which had her home/business address on it.

The Tenant stated that she did not authorize the Landlord to retain the deposits; that the Landlord did not return any portion of the deposits; and that she does not know if the Landlord filed a claim against the deposits.

### Analysis:

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 this tenancy ended on November 30, 2013 and the property manager received a forwarding address on December 03, 2013, when he was provided with the Tenant's business card.

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 or filed an Application for Dispute Resolution within the legislated time period.

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 and pet damage deposit that was paid.

I find that the Tenant's Application for Dispute Resolution has merit and that she is therefore entitled to recover the fee for filing her Application for Dispute Resolution.

### Conclusion:

The Tenant has established a monetary claim of \$2,950.00, which is comprised of double the security deposit and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution.

I grant the Tenant a monetary Order in the amount of \$2,950.00. 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: April 16, 2014

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Residential Tenancy Branch