



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 pet damage deposit, doubled.

The parties attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter both parties were provided the opportunity to present their evidence orally, respond each to the other's evidence, and make submissions to me. Neither party submitted documentary evidence.

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 pet damage deposit, doubled?

Background and Evidence

The undisputed evidence shows that this tenancy began on April 1, 2012, ended on or about September 27, 2013, monthly rent was \$650, and the tenant paid a security deposit and a pet damage deposit of \$325 each.

The tenant submitted that she provided the landlord with her written forwarding address, via email, on October 2, 2013, and that the landlord used this address to return her security deposit on or about November 25, 2013.

The tenant submitted that she is entitled to double her pet damage deposit of \$325 as the landlord has failed to return the deposit, despite repeated requests.

In response, the landlord agreed that she had not returned all of the tenant's deposits, and that she was remiss in so doing. In explanation, the landlord stated that she usually does not collect a pet damage deposit from tenants, and that it was purely an oversight or mistake that she did not return the pet damage deposit to the tenant within the required timeframe.

The landlord further submitted that she did send the tenant another cheque for \$325 in April, but understands that the cheque has not been redeemed by the tenant.

In response, the tenant denied receiving the second cheque for \$325.

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.

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 landlord's use of that address to return the tenant's security deposit.

Although the Act does not recognize email transmission as an acceptable method of delivery of documents pursuant to section 88 of the Act, I order that the delivery of the tenant's forwarding address through, email to the landlord, with the landlord's response of sending the tenant her security deposit, sufficiently served, pursuant to section 71 of the Act.

The undisputed evidence shows that the tenancy ended on September 27, 2013, the landlord received the tenant's forwarding address on or about October 2, 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 pet damage deposit of \$325 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 \$700, comprised of her pet damage deposit of \$325, doubled to \$650, 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 \$700, 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: June 02, 2014

Residential Tenancy Branch

