Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing dealt with an application by the tenant seeking an order for the return of double the security and pet deposit. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail on April 23, 2014. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence.

Issue(s) to be Decided

Is the tenant entitled to the return of double the security and pet deposit?

Background and Evidence

The tenant gave the following undisputed testimony.

The tenancy began on or about August 1, 2013 and ended on March 31, 2014. Rent in the amount of $925.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of $462.50 and a pet deposit of $462.50. The tenant stated that he provided the landlord with his forwarding address once by text message and again in a letter that was personally delivered to the landlord on March 31, 2014.

Analysis

The Tenant said he is applying for the return of double the security deposit as the Landlord has not complied with the s. 38 of the *Residential Tenancy* Act.

> Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of
>
> > (a) the date the tenancy ends, and
> >
> > (b) the date the landlord receives the tenant's forwarding address in writing,
>
> the landlord must do one of the following:
>
> > (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
> >
> > (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.
>
> And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord
>
> > (a) may not make a claim against the security deposit or any pet damage deposit, and
> >
> > **(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.**

As the landlord has not filed an application or returned the deposit, the tenant is entitled to the return of double the security and pet deposit in the amount of $925.00 X 2 = $1850.00.

As for the monetary order, I find that the tenant has established a claim for $1850.00. I grant the tenant an order under section 67 for the balance due of $1850.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is granted a monetary order for $1850.00.

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: August 20, 2014

Residential Tenancy Branch