



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC

Introduction

This matter dealt with an application by the Tenant for the return of the security and pet deposits and for the Landlord to comply with the Act, regulations or tenancy agreement.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on May 1, 2014 and the package was returned unclaimed. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absence.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of her security and pet deposits?
2. Has the Landlord complied with the Act, regulations or tenancy agreement?

Background and Evidence

This tenancy started on December 1, 2012, as a month to month tenancy. The tenancy ended March 31, 2014. Rent was \$750.00 at the start of the tenancy and was reduced to \$725.00 when the cable services were disconnected. Rent was due on the first of each month. The Tenant paid a security deposit of \$375.00 and a pet deposit of \$400.00 on November 22, 2012.

The Tenant said she gave the Landlord written notice on February 28, 2014 that she was moving out of the unit on March 31, 2014. As well the Tenant said her forwarding address was included in that letter to the Landlord. The Tenant continued to say that no move in or move out condition inspections were completed at the start and end of the tenancy and she has not received her security or pet deposits back.

The Landlord has not made an application to the Residential Tenancy Branch and they did not attend the hearing on August 26, 2014.

The Tenants said she wants to apply for double the return of a security and pet deposits as the Landlord has not complied with the s. 38 of the *Residential Tenancy Act*.

Analysis

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.

I find from the Tenant's testimony she did give the Landlord a forwarding address in writing on February 28, 2014. The Landlord did not repay security or pet deposits to the Tenant within 15 days of the end of the tenancy or after receiving a forwarding address in writing from the Tenant, nor did the Landlord apply for dispute resolution. Consequently I find for the Tenant and grant an order for double the security deposit of \$375.00 and double the pet deposit of \$400.00 in the amount of \$1,550.00.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 of the Act, I grant a Monetary Order for \$1,550.00 to the Tenant. The order must be served on the respondent and is enforceable through the Provincial Court 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: August 26, 2014

Residential Tenancy Branch

