



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for a monetary order for return of all or part of the pet damage deposit or security deposit and to recover the filing fee from the landlord for the cost of the application.

The tenant and the landlord both attended, and each gave affirmed testimony. The parties were given the opportunity to cross examine each other, and all testimony provided is considered in this Decision.

No issues with respect to service or delivery of documents were raised, and neither party provided any evidentiary material to the Residential Tenancy Branch prior to the commencement of the hearing.

### Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or part of the pet damage deposit or security deposit?

### Background and Evidence

The tenant testified that this month-to-month tenancy began in May about 4 years ago, perhaps 2010. The tenancy ended at the end of May, 2014. Rent in the amount of \$1,150.00 per month was payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$500.00 which is still held in trust by the landlord. No written tenancy agreement exists.

The tenant also testified that the landlord received the tenant's forwarding address in writing on the Tenant's Application for Dispute Resolution and a note that was placed inside the envelope with the hearing documents.

The tenant further testified that the landlord has not served the tenant with an application for dispute resolution claiming against the security deposit, and the tenant claims \$500.00 from the landlord in addition to the \$50.00 filing fee for the cost of the application.

The landlord testified that he did not make an application for dispute resolution claiming against the security deposit, but did not receive a forwarding address in writing from the tenant until the landlord was served with the hearing package for this hearing. The documents were received on July 8, 2014 by registered mail, and the envelope shows a stamp indicating that it was mailed on June 19, 2014.

The parties had a conversation wherein the landlord asked the tenant to agree that the landlord would return \$200.00 of the security deposit, but the tenant got mad.

The landlord also described incidents that he testified took place during the tenancy and was advised during the hearing that because there is no application before me by the landlord, I cannot consider any claims the landlord may have.

### Analysis

The *Residential Tenancy Act* states that a landlord must return a security deposit and any pet damage deposit, or make an application for dispute resolution claiming against the deposits within 15 days of the later of the date the tenancy ends or the date that the landlord receives the tenant's forwarding address in writing. If the landlord fails to do so, the landlord must be ordered to repay the tenant double. The *Act* also states that if a tenant does not provide the landlord with a forwarding address in writing within 1 year of the date the tenancy ends, the landlord may keep the deposits.

In this case, the tenant testified that the tenancy ended at the end of May, 2014 and the landlord did not dispute that testimony. The landlord has not made a claim against the security deposit, and did not dispute that the landlord currently holds \$500.00 in trust. I therefore find that the tenant has established the claim.

I am also satisfied that the tenant didn't provide a forwarding address in writing until the tenant served the hearing package. I hereby order the landlord to comply with the *Act*

by returning the security deposit to the tenant within 15 days of this hearing, or by August 26, 2014. If the landlord fails to do so, the tenant will be at liberty to apply for doubling.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$50.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord, pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$550.00.

This order is final and binding and may be enforced.

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 12, 2014

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Residential Tenancy Branch

