



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Amber Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This is an application filed by the tenant for a monetary order for return of double the security deposit and recovery of the filing fee.

The tenant attended the hearing by conference call and gave undisputed evidence. The landlord did not attend or submit any documentary evidence. The tenant states that the landlord was served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on April 11, 2014 and has provided a copy of the Customer Receipt Tracking number as confirmation.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order?

### Background and Evidence

This tenancy began on November 1, 2010 on a fixed term tenancy until June 30, 2011 and then further 1 year and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated November 1, 2010. The monthly rent was \$1,050.00 payable on the last day of each month and a security deposit of \$50.00 and a pet damage deposit of \$50.00 were paid.

The tenant seeks a monetary claim of \$2,100.00 for the return of double the security deposit. The tenant stated that the security deposit of \$475.00 and a pet damage deposit of \$475.00 were transferred and applied from his old tenancy to a new tenancy agreement. The tenant states that the tenancy ended on November 30, 2013 and that his forwarding address in writing was provided to the landlord on the same date. The tenant states that as of the date of this hearing, the landlord has not returned the security and/or the pet damage deposits.

### Analysis

I find that the tenant has failed to provide sufficient evidence to satisfy me that the security deposit was \$525.00 and the pet damage deposit was \$525.00 as opposed to the amount stated in the signed tenancy agreement as \$50.00 for the security and pet deposits for each. The tenant is unable to provide any evidence to show that the deposits for each from unit #114 were applied to the tenancy at unit #214. The tenant has failed to establish his claim.

However, the tenant has established a claim for return of the \$50.00 security and the \$50.00 pet damage deposits as shown in the signed tenancy agreement. As well, I find pursuant to Section 38 of the Residential Tenancy Act that the tenant has established a claim under subsection 6 that the landlord must pay double the security and pet damage deposits. The tenant has established a monetary claim for \$200.00. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant a monetary order of \$250.00 to the tenant. 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 \$250.00.

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 08, 2014

---

Residential Tenancy Branch

