



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / return of the security and pet damage deposits / and recovery of the filing fee. The tenant attended and gave affirmed testimony.

The tenant testified that the application for dispute resolution and notice of hearing (the "hearing package") was served on the landlord by way of registered mail. Evidence provided by the tenant includes the Canada Post tracking number for the registered mail. The Canada Post website informs that the item was "unclaimed by recipient" and that it was later "successfully returned to the sender."

The tenant testified that the address shown for the landlord in his application for dispute resolution is not the same address used for service of the hearing package. The tenant testified that after the landlord moved, she provided her new address by way of a text message, and this was the address used by the tenant for service of the hearing package. During the hearing the tenant provided the landlord's new address.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Further to the tenant's application for dispute resolution and the notice of hearing, there is no documentary evidence before me. The information set out below arises from the tenant's affirmed / undisputed testimony.

The tenant testified that the month-to-month tenancy began on December 15, 2013. Monthly rent of \$1,200.00 was due and payable in advance on the 15th day of each

month. A security deposit of \$600.00 and a pet damage deposit of \$300.00 were collected. A move-in condition inspection report was not completed.

Sometime in March 2014 the tenant informed the landlord of his intent to end tenancy. As well, sometime in March 2014 the tenant provided the landlord with his forwarding address in writing. The tenant testified that the parties agreed the unit would be advertised for new renters as soon as possible. Ultimately, a new renter was found effective from May 01, 2014, at which time the parties agreed that the subject tenancy would end. Despite this, rent had been paid in full up to May 15, 2014 and the tenant did not receive the anticipated reimbursement of ½ month's rent of \$600.00. A move-out condition inspection report was not completed. While he has requested repayment of the security and pet damage deposits, no portion of either has presently been repaid.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit / pet damage deposit, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit / pet damage deposit, and must pay the tenant double the amount of the security deposit / pet damage deposit.

Based on the affirmed / undisputed testimony of the tenant, I find that the landlord has neither returned the security deposit / pet damage deposit, nor filed an application for dispute resolution within 15 days after the end of tenancy on May 01, 2014. As a result, in this particular regard I find that the tenant has established a claim of **\$1,800.00**:

\$1,200.00: 2 x original security deposit of \$600.00

\$600.00: 2 x original pet damage deposit of \$300.00

Further, based on the affirmed / undisputed testimony of the tenant, I find that the tenant has established entitlement to reimbursement of ½ month's rent for the period May 01 to 15, 2014, in the amount of **\$600.00**. This represents the period of time during which the tenant testified that the landlord also collected rent from the new renter, after the parties had agreed that the subject tenancy would end effective May 01, 2014.

As the tenant has succeeded with the main aspects of his application, I find that he has also established entitlement to recovery of the **\$50.00** filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$2,450.00** (\$1,800.00 + \$600.00 + \$50.00). Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced 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: September 04, 2014

Residential Tenancy Branch

