



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes MNSD FF

Introduction

This hearing dealt with an application by the tenant for recovery of the security and pet deposits and an application by the landlord for monetary compensation and an order to keep the security and pet deposits in partial compensation of the monetary amount. The tenant attended the teleconference hearing but the landlord did not. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the tenant. Therefore, as the landlord did not attend the hearing by 11:10 a.m., and the respondent appeared and was ready to proceed, I dismiss the landlord's claim without leave to reapply.

The tenant submitted evidence to establish that the landlord was served with the tenant's application for dispute resolution and notice of hearing by registered mail sent on October 16, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on October 21, 2014, and I proceeded with the hearing on the tenant's application in the absence of the landlord.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security and pet deposits?

Background and Evidence

The tenancy began in May 2012. At the outset of the tenancy the tenant paid the landlord a security deposit of \$400 and a pet deposit of \$400. The tenancy ended on June 28, 2014. The tenant stated that they provided the landlord with their written forwarding address with their notice to vacate, more than 40 days before the tenancy ended. The landlord has not returned the security and pet deposits. The landlord applied for dispute resolution to keep the deposits on July 15, 2014.

Analysis

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security and pet deposits or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the deposits.

In this case, the tenancy ended on June 28, 2014, and the tenant provided their forwarding address in writing well in advance of that date. The landlord made their application for dispute resolution 17 days after the end of the tenancy. I therefore find that the tenant is entitled to double recovery of the security and pet deposits, in the amount of \$1600.

As their application was successful, the tenant is also entitled to recover the \$50 filing fee for the cost of this application.

Conclusion

The landlord's application is dismissed.

I grant the tenant an order under section 67 for the balance due of \$1650. This order may be 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: November 7, 2014

Residential Tenancy Branch

