



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDS, FF

Introduction

This hearing was convened to deal with an Application by the tenant seeking return of the remaining security and pet-damage deposit retained by the landlord.

Both parties were present at the hearing. At the start of the hearing, introductions were made and the hearing process explained. The participants had an opportunity to submit evidence prior to this hearing and to present affirmed oral testimony during the hearing. I have considered the affirmed testimony and evidence that was properly served.

Issue(s) to be Decided

Is the tenant entitled to the return of the security and pet damage deposits?

Background and Evidence

The tenant testified that they had paid a security deposit of \$500.00 and a pet damage deposit of \$300.00 at the start of their tenancy. The tenant testified the tenancy ended July 31, 2014 and they provided a written forwarding address on August 1, 2014. The tenant testified they received a partial refund of \$680.00 paid on August 16, 2014 and had never given written permission to the landlord to retain \$120.00 not refunded.

The landlord confirmed that the deposits were received and not completely refunded. The landlord submitted evidence relating to the reasons they chose to retain part of the security deposit.

The tenant seeks a refund of double the security and pet damage deposits minus the \$680.00 already repaid. In addition, the tenant seeks to be reimbursed the \$50.00 cost of the application.

Analysis

Section 38(1) of the Act provides that a security deposit or pet damage deposit must be refunded to the tenant within 15 days after the end of the tenancy and the date that the forwarding address was received, whichever is later.

I accept the evidence verifying that the tenant's written forwarding address was provided to the landlord on August 1, 2014. I find that the security deposit was not returned to the tenant within the 15-day deadline under the Act and that a portion of the security

Section 38(6) provides that, if a landlord does not comply with the Act by refunding the deposit or making application to retain it within 15 days, the landlord must pay the tenant double the amount of the security deposit and pet damage deposit.

In the matter before me, I find that the tenant is entitled to double the \$800.00 paid as security and pet damage deposits amounting to \$1,600.00, minus the \$680.00 already refunded. This leaves \$920.00 still outstanding, plus the \$50.00 cost of the application, to which the tenant is entitled, for a total award of \$970.00.

I hereby issue a monetary order for \$970.00 in favour of the tenant. This order must be served on the Respondent and may be enforced by an application to the Small Claims Court if unpaid.

Conclusion

The tenant is successful in the application and is awarded a monetary order for a refund of double the security and pet damage deposits, less the amount already refunded.

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: January 20, 2015

Residential Tenancy Branch

