



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for a return of her security deposit and pet damage deposit and for recovery of the filing fee paid for this application.

The tenant attended the telephone conference call hearing; the landlord did not attend.

The tenant provided evidence that she served the landlord with her application for dispute resolution and notice of hearing by registered mail on September 9, 2014. The tenant submitted the tracking number for the registered mail and stated that the landlord claimed the registered mail.

Based upon the submissions of the tenant, I find the landlord was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of her security deposit and pet damage deposit and to recovery of the filing fee paid for this application?

Background and Evidence

The tenant submitted that this tenancy began on December 1, 2013, ended on July 28, 2014, and that she paid a security deposit of \$362.50 and a pet damage deposit of \$150.00 on or about November 27, 2013.

The tenant submitted that she provided her forwarding address to the landlord in a written letter sent via registered mail on August 13, 2014, and that despite that request, the landlord has failed to return either her security deposit or her pet damage deposit.

The tenant submitted a copy of the letter sent to the landlord.

The tenant's monetary claim is \$512.50.

Analysis

Under section 38(1) of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit and pet damage deposit or to file an application for dispute resolution to retain the deposits within 15 days of the later of receiving the tenant's forwarding address in writing. Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of her security deposit and pet damage deposit.

The undisputed evidence shows that the tenancy ended on July 28, 2014, and the tenant sent her written forwarding address and a request for a refund of her security deposit and pet damage deposit to the landlord on August 13, 2014 via registered mail. Section 90 of the Act states that documents served by registered mail are deemed delivered 5 days later.

I have no evidence before me that the landlord has either filed an application to retain the tenant's security deposit and pet damage deposit or returned the two deposits in full.

I therefore grant the tenant's application for a return of her security deposit and pet damage deposit. Although the tenant did not request that the two deposits be doubled, she did not specifically waive her right to receive double and under section 38(6), I must order that the landlord pay the tenant double her security deposit of \$362.50 and pet damage deposit of \$150.00.

Pursuant to section 72(1) of the Act, I also order that the landlord pay the tenant her filing fee for this application in the amount of \$50.00.

Due to the above, I find the tenant is entitled to a total monetary award of \$1075.00, comprised of her security deposit of \$362.50, doubled to \$725.00, her pet damage deposit of \$150.00, doubled to \$300.00, and the filing fee of \$50.00.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of her monetary award of \$1075.00, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the monetary order may be served upon the landlord and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

Conclusion

The tenant's application for monetary compensation is granted.

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: March 26, 2015

Residential Tenancy Branch

