



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

MNSD MNDC FF

### **Introduction**

This hearing was convened in response to an application by the tenant for an Order for the return of double their security deposit and return of their key fob deposit. The tenant participated in the conference call hearing and the landlord did not. The tenant testified they served the landlord with the application for Dispute Resolution and Notice of Hearing by registered mail and that it had been returned to them as unclaimed. The tenant provided the tracking number information for the registered mail – as stated on the *style of cause page*, or first page of this Decision. I found that the landlord had been properly served with notice of the claim against them and the hearing proceeded in their absence.

### **Issue(s) to be Decided**

Is the tenant entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenant's undisputed evidence is as follows. The tenant paid a \$750.00 security deposit and a \$250.00 pet damage deposit at the start of the tenancy of July 01, 2012. The tenancy ended April 30, 2013. Subsequently, in May 2013 the landlord sent the tenant a cheque in the amount of \$1100.00 representing the tenant's deposits and a \$100.00 key fob deposit. The tenant provided evidence of the cheque and the related bank information stating that the cheque was dishonored due to insufficient funds. The tenant provided evidence that they tried to communicate with the landlord thereafter, to no avail. The tenant ultimately sent the landlord their forwarding address in writing on April 17, 2014, by registered mail for which they provided the receipt and tracking number information into evidence. The tenant testified that to date they have not received a response from the landlord and have not received any of their deposits.

### **Analysis**

**Section 38(1)** of the Act provides that the landlord must return the deposits of the tenancy or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. I find the landlords are deemed to have received the tenant's forwarding address on April 22, 2014 and I find the landlords failed to repay the tenant's security and pet damage deposits or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and are therefore liable under section **38(6)** which provides that the landlords must pay the tenant double the amount of the security deposit and pet damage deposit as applicable.

I further accept the tenant's evidence they have not received their key fob deposit in the amount of \$100.00.

The landlords currently hold the security deposit and pet damage deposits in the sum of \$1000.00 and I find that they are obligated under Section 38 to return of double this amount. In this respect I award the tenant \$2000.00. I further find the tenant is owed their key fob deposit in the amount of \$100.00. The tenant is additionally entitled to recover their filing fee of \$50.00, for a sum award of **\$2150.00**.

### **Conclusion**

**I grant** the tenant an Order under Section 67 for **\$2150.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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 31, 2015

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Residential Tenancy Branch

