



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 / compensation reflecting the double return of the security deposit and pet damage deposit / in addition to recovery of the filing fee. While both parties attended and gave affirmed testimony, it was not until approximately 20 minutes into the hearing when the landlord called in. The landlord explained the delay in his attendance by claiming that his understanding was that the Branch would call him.

Issue(s) to be Decided

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

Background and Evidence

The tenant testified that tenancy began in the Fall of either 2009 or 2010, however, the only written tenancy agreement in evidence concerns the final 6 month period of tenancy from January 01 to July 01, 2014. During this period of the tenancy monthly rent of \$2,164.00 was due and payable in advance on the first day of each month. A security deposit of \$975.00 and a pet damage deposit of \$975.00 were collected at the original start of tenancy. The tenant claims that a second pet damage deposit in the amount of \$975.00 was collected a week or two after tenancy first began, however, she acknowledged that she has no documentary evidence in support of that claim. A move-in condition inspection report was not completed.

Near the end of the fixed term, the tenant provided the landlord with her forwarding address in writing on June 30, 2014. A move-out condition inspection report was not completed.

Analysis

Based on the documentary evidence and testimony of the parties, the various aspects of the tenant's application and my related findings are set out below.

\$3,900.00: *[(2 x \$975.00) + (2 x \$975.00)] double return of security / pet damage deposits*

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 / pet damage deposit(s), 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 / pet damage deposit(s), and must pay the tenant double the amount of the security / pet damage deposit(s).

Based on the documentary evidence and testimony, I find that the landlord neither repaid the security / pet damage deposits, nor filed an application for dispute resolution within 15 days after July 01, 2014 when tenancy ended, which is 1 day after the tenant's forwarding address was provided in writing. Accordingly, I find that the tenant has established entitlement to the double return of the security / pet damage deposit(s) in the total amount of **\$3,900.00**, as claimed.

In the absence of any documentary evidence to support the tenant's claim that a second pet damage deposit of \$975.00 was collected, that aspect of the application is hereby dismissed.

\$122.00: *reimbursement for overpayment of water bill*

Evidence includes a copy of the cheque issued in favour of the tenant by the landlord for this purpose and for this amount. The exact date is difficult to discern but the cheque was issued in 2014. However, as the cheque was incorrectly made out and therefore unable to be cashed, the tenant returned it to the landlord. The landlord testified that he did not re-issue the cheque as he determined that the tenant was responsible for payment of certain other utility bills. There is no evidence, however, that the landlord has filed his own application for dispute resolution in order to claim any compensation to which he considers he may be entitled.

Following from all of the foregoing, I find that the tenant has established entitlement to the full amount claimed.

\$50.00: *filing fee*

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

Total entitlement: \$4,072.00 (\$3,900.00 + \$122.00 + \$50.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$4,072.00**. 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: April 29, 2015

Residential Tenancy Branch

