



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This was an application by the tenant for a monetary order for the return of her security deposit and pet deposit including double the deposit amounts. The hearing was conducted by conference call. The tenant called in and participated in the hearing with TTY caller assistance. The landlord did not call in and did not participate although he was served with the application and Notice of Hearing sent by registered mail on October 22, 2014.

### Issue(s) to be Decided

Is the tenant entitled to the return of her security and pet deposits including double the amounts?

### Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began on January 7, 2013 for a fixed term. Monthly rent was \$1,525.00. The tenant paid a security deposit of \$762.50 and a pet deposit of \$762.50 at the commencement of the tenancy.

The tenant notified the landlord by letter dated April 30, 2014 that she intended to move out of the rental unit at the end of May, 2014 due to alleged breaches of the tenancy agreement.

The tenant moved out of the rental unit on May 30, 2014. She testified at the hearing that she provided the landlord with her forwarding address and a request for the return of her deposits first by text message and later by letter. She sent the landlord a letter requesting the return of her deposits on June 18, 2014. She sent another letter by registered mail on September 3, 2014. She set out the attempts made to communicate with the landlord and again provided her forwarding address and requested the return of the security and pet deposits.

The tenant testified that the landlord did not return the deposits and he did not file an application for dispute resolution to claim the deposits. As of the date of the hearing the landlord has not replied to the letter and has not returned the deposits.

### Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with her forwarding address in writing on more than one occasion, the latest by registered mail sent on September 3, 2014. I find as well that the tenant served the landlord with documents notifying the landlord of this application as required by the *Act*.

The tenant's security and pet deposits were not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenants' application and award her the sum of \$3,050.00, being double the amount of the deposits. The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$3,100.00 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered 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 28, 2015

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Residential Tenancy Branch

