



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act ("Act"). The tenants applied for a monetary order for a return of their security deposit and pet damage deposit, doubled.

The tenant "TD" and the landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, the landlord confirmed that he had not sent his documentary evidence to the tenants, and as such, I declined to accept the evidence of the landlord, pursuant to section 3.15 of the Dispute Resolution Rules of Procedure (Rules), which requires the respondent to serve their evidence to the Residential Tenancy Branch ("RTB") and the other party. I note, however, that the landlord's evidence was not required or necessary for me to make a determination of the merits of the tenants' application.

Thereafter the participants were provided the opportunity to present their 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 Rules; however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Are the tenants entitled to a monetary order comprised of their security deposit and pet damage deposit, doubled?

Background and Evidence

The evidence of the parties was that this tenancy began on June 15, 2014, ended on September 17, 2014, monthly rent was \$800.00 and the tenants paid a security deposit of \$400.00 and a pet damage deposit of \$200.00.

Although the landlord stated that he offered to return the pet damage deposit to the tenants via email transfer, the undisputed evidence was that the 2 deposits have not been returned to the tenants.

In support of their claim that they are entitled to the return of their security deposit and pet damage deposit, the tenant submitted that she provided the landlord with their written forwarding address in a letter dated September 25, 2014, by regular, express mail.

The landlord confirmed receipt of the tenants' written forwarding address and submitted that the letter was also left in the rental unit.

The landlord contended that there was damage by the tenants to the rental unit, and that their security deposit should be used for remediation.

Analysis

Under section 38(1) of the Act, 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 or at the end of a tenancy. 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 September 17, 2014, the landlord received the tenants' forwarding address in September 2014, and that the landlord has neither filed an application to retain the tenants' security deposit and pet damage deposit nor returned the two deposits in full.

I therefore grant the tenants' application for dispute resolution and, pursuant to section 62(3) of the Act, order that the landlord pay the tenants double their security deposit of \$400.00 and pet damage deposit of \$200.00.

Due to the above, I find the tenants are entitled to a total monetary award of \$1200.00, comprised of their security deposit of \$400.00, doubled to \$800.00, and their pet damage deposit of \$200.00, doubled to \$400.00.

I grant the tenants a final, legally binding monetary order pursuant to section 67 of the Act for the amount of their monetary award of \$1200.00, which is enclosed with the tenants' Decision.

Should the landlord fail to pay the tenants this amount without delay after being served the order, the monetary order 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 tenants' application requesting a return of their security deposit and pet damage deposit, and that the amount should be doubled, 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: June 24, 2015

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Residential Tenancy Branch

