



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CANADIAN NATIONAL RELOCATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

MNSD FF

### **Introduction**

This hearing was convened in response to an application by the tenant for an Order for the return of their security and pet damage deposits; and to recover the filing fee. 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 sent to the address provided by the landlord and also stipulated for service of the landlord on the tenancy agreement executed 4 months earlier, and that it had been refused by the landlord. The tenant provided proof of registered mail service as indicated on the style of cause page of this hearing. I found that the landlord had been properly served with notice of the claim against them and the hearing proceeded in their absence. The tenant testified they further sent the landlord all of their evidence by the same method and also by e-mail attachment to the corporate landlord's email address provided by the agent of the landlord and the same used by the parties for primary communication throughout the tenancy.

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

Is the tenant entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenant's undisputed testimonial and document evidence is as follows. The tenants of this matter paid a \$1675.00 security deposit and a \$1675.00 pet damage deposit at the start of the tenancy of March 30, 2014. The fixed term tenancy ended 4 months later on September 05, 2014. Subsequently, the tenant sent the landlord their forwarding address in a letter by e-mail attachment on September 15, 2014 which the landlord acknowledged by return e-mail on September 16, 2014 they had received the tenant's forwarding address and acknowledged their awareness of their legal responsibility and obligation in respect to the deposits thereafter. The tenant provided the landlord's e-mail correspondence in their document evidence. The tenant testified that e-mail communication between the tenant and the landlord was the primary method

of communication. 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 accept that e-mail communication was the primary source of communication between the parties and I accept the tenant's evidence the landlord confirmed receiving the forwarding address on September 16, 2014. Effectively I find the landlord received the tenant's forwarding address as if it were in writing.

I find the landlords failed to repay the 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.

The landlords currently hold the security deposit and pet damage deposit in the sum of \$3350.00 and I find that they are obligated under Section 38 to return double this amount. I award the tenant the sum of \$6700.00 and in addition find the tenant is entitled to recover their filing fee, for a total award of **\$6750.00**.

### **Conclusion**

**I grant** the tenant an Order under Section 67 for **\$6750.00**. 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: June 22, 2015

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Residential Tenancy Branch

