



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SINGLA BROS HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

For the landlord - MNR, MNSD, MNDC, FF

For the tenant - MNSD

### Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The landlord applied for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application. The tenant applied for a Monetary Order to recover the security deposit.

The hearing went ahead as scheduled the tenant dialed into the conference call. The telephone line remained open throughout the course of the hearing; however, no one on behalf of the landlord called into the hearing during this time. Based on this I find that the landlord has failed to present the merits of their application and their application is dismissed without leave to reapply.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*; served by registered mail on December 12, 2014. Canada Post tracking numbers were provided by the tenant in documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form.

Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order to recover the security deposit?
- Does the doubling penalty in relation to the return of the security and pet damage apply in this case?

Background and Evidence

The tenant testified that this tenancy started on August 01, 2014 for a fixed term tenancy that was not due to end until July 31, 2015. The tenant gave notice and ended the tenancy on November 30, 2014. Rent for this unit was \$1,150.00 per month due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$575.00 on June 21, 2014.

The tenant testified that at the end of the tenancy the landlord refused to do the move out condition inspection of the unit with the tenant. The tenant testified that the landlord also told the tenant she would receive her security deposit back but has failed to return it.

The tenant testified that she gave the landlord her forwarding address in writing on December 01, 2014 and did not give the landlord permission to keep all or part of her security deposit. The landlord has not returned the security deposit within 15 days of receiving the tenant's forwarding address in writing. The tenant seeks to revise her claim to recover double the security deposit to an amount of \$1,150.00.

Analysis

I accept the undisputed evidence of the tenant that the landlord was provided with a forwarding address in writing on December 01, 2014. Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenant's forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the

security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

In this case, the landlord had until December 16, 2014 to make an Application to keep the tenant's security deposit. The landlord made their Application on December 01, 2014. As a result, I find that the landlord made the application within the allowable time limits provided by the *Act*. Based on this, it is my finding that the doubling provision related to the tenant's security deposit does not apply in this particular case. The tenant is entitled to recover the security deposit of \$575.00 as the landlord has not appeared at the hearing to present the merits of their claim to keep the security deposit.

### Conclusion

For the reasons set out above, I grant the tenant a Monetary Order pursuant to Section 38(6)(b) of the *Act* in the amount of **\$575.00**. This Order must be served on the Respondent and may then be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court if the Respondent fails to comply with the Order.

The landlord failed to appear for the hearing. As a result, the landlord's application is dismissed **without** leave to re-apply.

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: July 09, 2015

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Residential Tenancy Branch

