



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MNDC, and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit, a monetary Order for money owed or compensation for damage or loss, and to recover the filing fee from the Landlord for the cost of filing this application.

The Tenant stated that on November 22, 2014 the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant wishes to rely upon as evidence were sent to each Landlord, via registered mail, at the service address noted on the Application. The Tenant cited Canada Post tracking numbers that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however neither Landlord appeared at the hearing.

As the Landlords were served with the Application for Dispute Resolution in accordance with section 89 of the Act, the hearing proceeded in the absence of the Landlords.

Issue(s) to be Decided

Is the Tenant entitled to the return of security deposit?

Background and Evidence

The Tenant stated:

- that a security deposit of \$1,125.00 was paid;
- that a pet damage deposit of \$1,125.00 was paid;
- that this tenancy ended on October 31, 2014;
- that the Tenant provided a forwarding address, via email, on November 01, 2014;
- that the Landlords and the Tenant communicated via email;
- that the Tenant did not give the Landlords written permission to retain any portion of the security deposit or pet damage deposit;
- that the Landlords did not return any portion of the security deposit or pet damage deposit; and

- that the Landlords did not file an Application for Dispute Resolution claiming against the security deposit or pet damage deposit.

The Tenant submitted a copy of a series of emails exchanged between the parties on October 31, 2014 and November 01, 2014, in which the Tenant's forwarding address is provided.

Analysis

Section 38(1) of the *Act* stipulates 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 deposit and/or pet damage deposit or make an application for dispute resolution claiming against the deposits.

On the basis of the undisputed evidence, I find that the Landlords failed to comply with section 38(1) of the *Act*, as the Landlords have not repaid the security deposit or filed an Application for Dispute Resolution and more than 15 days has passed since the tenancy ended and the forwarding address was received.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the Landlords must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlords did not comply with section 38(1) of the *Act*, I find that the Landlords must pay the Tenant double the security deposit and pet damage deposit.

I find that the Tenant's Application for Dispute Resolution has merit and that she is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Tenant has established a monetary claim of \$4,550.00, which is comprised of double the security deposit and pet damage deposit plus \$50.00 in compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlords do not voluntarily comply with this Order, it may be served on the Landlords, filed with the Province of British Columbia 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: July 06, 2015

Residential Tenancy Branch

