



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for a monetary order for a return of her security deposit and pet damage deposit and a monetary order for money owed or compensation for damage or loss, which accounts for the tenant's request that her security deposit and pet damage deposit be doubled.

The tenant, her advocate, and the landlords 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, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence.

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

Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of her security deposit and pet damage deposit, doubled?

Background and Evidence

The tenant and her advocate submitted without dispute that the tenancy began on August 13, 2011, ended on March 31, 2015, monthly rent was \$1600.00, and that the tenant paid a security deposit and a pet damage deposit of \$800.00 each at the inception of the tenancy.

In support of her claim that she is entitled to the return of her security deposit and pet damage deposit, the tenant and her advocate submitted that the landlord was provided the tenant's written forwarding address in a letter dated and sent on February 23, 2015, by registered mail. Into evidence, the tenant submitted a copy of the letter.

Section 90 of the Act states that documents served by registered mail are deemed delivered five days later. Thus the landlord was deemed to have received letter on February 28, 2015.

In support of her claim that she is entitled to receive double her security deposit and pet damage deposit, the tenant submitted that to date, the landlord has failed to return either her security deposit or pet damage deposit. The tenant submitted further that she has not authorized any deductions by the landlord from her two deposits.

The landlord confirmed receipt of the tenant's written forwarding address as stated by the tenant's advocate.

The landlord contended that they were entitled to retain at least a portion of the 2 deposits due to issues they have with the tenant regarding the state of the yard and the costs for cleaning.

It is noted that when asked, both parties confirmed there was no move-in or move-out condition inspection report.

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.

In this case, the undisputed evidence of the parties shows that the tenancy ended on March 31, 2015, the landlord received the tenant's forwarding address in a letter sent by registered mail on February 23, 2015, and that the landlord has neither filed an application to retain the tenant's security deposit and pet damage deposit nor returned the two deposits in part or in full.

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 their security deposit and pet damage deposit.

I therefore grant the tenant's application for dispute resolution and, pursuant to section 62(3) of the Act, order that the landlord pay the tenant double her security deposit of \$800.00 and pet damage deposit of \$800.00.

Due to the above and pursuant to section 67 of the Act, I find the tenant is entitled to a total monetary award of \$3200.00, comprised of her security deposit of \$800.00, doubled to \$1600.00, and her pet damage deposit of \$800.00, doubled to \$1600.00.

To give effect to this finding, I grant the tenant a final, legally binding monetary order for the amount of her monetary award of \$3200.00, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the tenant may serve the monetary order on the landlord and it 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 subject to recovery from the landlord.

Conclusion

The tenant's application requesting a return of her 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: September 11, 2015

Residential Tenancy Branch

