



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Northern Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, O, FF

Introduction

This was a hearing with respect to the tenant's application for a monetary award for the return of a portion of his security deposit, including double the amount. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The landlord did not attend although served with the application and Notice of Hearing sent by registered mail on April 16, 2015.

Issue(s) to be Decided

Is the tenant entitled to a monetary award for the unreturned portion of his security deposit, including an award for double the amount of the deposit?

Background and Evidence

The rental unit is a residence in Fort St. John. The tenancy began on May 1, 2014. The monthly rent was \$1,095.00. The tenant paid a security deposit of \$547.50 and a pet deposit of \$547.50 at the start of the tenancy. The tenant moved out of the rental unit on March 24, 2015. He provided the landlord with his forwarding address in writing at the end of the tenancy and he participated in a move-out condition inspection. The tenant did not agree to any deductions from his security deposit or pet deposit. The tenant testified that the landlord deducted \$262.50 from his deposit said to be for cleaning the rental unit and for the cost to remove dog feces from the yard as well as an administrative charge.

The tenant received a cheque from the landlord by mail on or about April 14, 2015. The cheque was in the amount of \$832.50. The tenant denied that his dog was responsible for the dog feces; he said there were six dogs in the town house complex that were permitted to run free. He said that he did not consent to any deductions from his

deposit and he said that the landlord's representative told him that they were going to withhold part of his deposit even though he disputed their charges.

Analysis and conclusion

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with his forwarding address in writing, based on the fact that the landlord refunded a portion of the deposits sent to his forwarding address. I find that the tenant served the landlord with documents notifying the landlord of this application by registered mail as required by the *Act*.

The tenant's security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award him the sum of \$1,357.50, being double the amount of the deposits, less the sum of \$832.50 that was returned to him. The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,407.50 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered in the 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: October 14, 2015

Residential Tenancy Branch

