



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lakeside Land Dev
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for a monetary order for return of all or part of the pet damage deposit or security deposit; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being served with the Tenant's Application for Dispute Resolution, evidence, and notice of this hearing by registered mail on August 27, 2015, no one for the landlord attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the tenant. The tenant testified that the landlord was served on that date and in that manner and was given the opportunity to provide proof of that service by facsimile after the hearing concluded. The tenant has provided a copy of an envelope stamped by Canada Post as being sent on August 27, 2015 and addressed to the landlord at the address contained in the tenancy agreement, and I am satisfied that the landlord was served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Has the tenant established a monetary claim as against the landlord for return of all or part of the security deposit?
- Has the tenant established a monetary claim as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for double the amount of the security deposit?

Background and Evidence

The tenant testified that this tenancy began on June 1, 2015 and was set at a fixed term for 1 month and the tenant moved out of the rental unit on June 30, 2015. Rent in the amount of \$800.00 was payable for that month, and there are no arrears. On May 30, 2015 the landlord collected a security deposit from the tenant in the amount of \$400.00. A copy of the tenancy agreement has been provided.

On July 9, 2015 the tenant sent a letter by registered mail to the landlord's agent, being the person who signed the tenancy agreement on behalf of the landlord company. A copy of the letter has been provided and it requests return of the security deposit and contains a forwarding address of the tenant. The tenant has also provided a copy of the Canada Post cash register receipt bearing that date and a copy of a Registered Domestic Customer Receipt addressed to that person at the address for service of the landlord as contained in the tenancy agreement.

The landlord responded to the tenant by text message, and there was a discussion about a damaged blind. The tenant sent another letter to the landlord ensuring that the tenant did not agree to the landlord retaining any portion of the security deposit.

The tenant has not received any portion of the security deposit back from the landlord, and the tenant has not been served with an application for dispute resolution by the landlord claiming against the security deposit, and the tenant has not authorized the landlord to retain any portion of it. The tenant seeks double compensation.

Analysis

The *Residential Tenancy Act* is very clear with respect to security deposits and pet damage deposits. A landlord must return a security deposit or a pet damage deposit or both within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, whichever is later, or must make an application for dispute resolution claiming against it within that 15 day period. If the landlord does neither, the landlord must repay the tenant double the amount.

I have reviewed the evidentiary material, and I am satisfied that the tenant sent to the landlord, by way of the agent of the landlord who signed the tenancy agreement, a registered letter containing a forwarding address in writing, and that letter was addressed to the address for service that is contained in the tenancy agreement. I am also satisfied that the landlord has received that forwarding address. The undisputed testimony of the tenant is that the parties texted about a damaged blind, but the landlord has not served the tenant with an application for dispute resolution and has not returned

any portion of the security deposit to the tenant. I am also satisfied that the tenant did not authorize the landlord to keep any portion of it. Therefore, I find that the tenant has established a claim for double the amount, or \$800.00.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$50.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$850.00.

This order is final and binding and may be enforced.

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: November 03, 2015

Residential Tenancy Branch

