



# Dispute Resolution Services

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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 Tenants 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 male Tenant stated that on May 31, 2015 the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenants submitted with the Application for Dispute Resolution were personally served to the Landlord at her residence. 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 the Landlord did not appear at the hearing.

### Issue(s) to be Decided

Are the Tenants entitled to the return of security deposit?

### Background and Evidence

The Tenants submit that:

- the tenancy began on September 21, 2014;
- a security deposit of \$512.50 was paid;
- a pet damage deposit of \$260.00 was paid;
- the tenancy ended on March 31, 2015;
- a condition inspection report was completed at the start of the tenancy;
- the rental unit was jointly inspected on March 30, 2015, but a condition inspection report was not completed;
- on March 30, 2015 the Tenants verbally provided the Landlord with a forwarding address;
- the female Tenant watched the Landlord record the forwarding address on her telephone;
- the Tenants did not authorize the Landlord to retain the security/pet damage deposit;
- the Landlord did not return any portion of the security/pet damage deposit; and
- the Landlord did not file an Application for Dispute Resolution claiming against the security/pet damage deposit.

The male Tenant stated that sometime during the last week of April the Landlord told him, during a telephone conversation, that she had been advised by a lawyer that she did not need

to return the security/pet damage deposit, although she did not explain why she believed she was entitled to keep the deposits.

### Analysis

On the basis of the undisputed evidence, I find that the Landlord received a forwarding address for the Tenants on March 30, 2015, when she electronically recorded that address on her telephone, and that she received the forwarding address a second time when she was personally served with the Application for Dispute Resolution on MY 31, 2015.

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 Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not repaid the security/pet damage 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 Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenants double the security/pet damage deposit.

I find the Tenants' Application for Dispute Resolution has merit and that they are entitled to recover the fee paid to file this Application for Dispute Resolution.

### Conclusion

The Tenants have established a monetary claim of \$1,595.00, which is comprised of double the security/pet damage deposit and \$50.00 as 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 Landlord does not voluntarily comply with this Order, it may be 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: November 04, 2015

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Residential Tenancy Branch

