



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security and pet deposits and for the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on December 08, 2015. The tenant filed a receipt with a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the deposits and the filing fee?

Background and Evidence

The tenancy began on August 01, 2014 and ended on July 31, 2015. The monthly rent was \$1,750.00. Prior to moving in, the tenant paid a security deposit and a pet deposit in the total amount of \$1,750.00.

The tenant testified that he provided the landlord with his forwarding address in writing, on the day he moved out on July 31, 2015. The tenant also sent his forwarding address by text message to the landlord, on August 02, 2015. The parties communicated primarily by text message and the tenant filed into evidence, copies of the conversations between the parties.

On August 29, 2015, the parties met in person to discuss the return of the deposits. The landlord made an offer to the tenant to return the balance of the deposit after he made deductions for damages that he alleged the tenant was responsible for. The tenant declined the offer and made this application for the return of the deposits.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit and pet deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord failed to repay the security deposit and pet deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit and pet deposit.

The landlord currently holds a security deposit and a pet deposit in the total amount of \$1,750.00 and is obligated under section 38 to return double this amount (\$3,500.00) plus interest on the base deposit (\$0.00). Since the tenant has proven his claim, he is also entitled to the recovery of the filing fee (\$50.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$3,550.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

Conclusion

I grant the tenant a monetary order for **\$3,550.00**.

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: January 28, 2016

Residential Tenancy Branch

