



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding J.N.A. Investments Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD

### 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. The details portion of the tenant's application specifies a claim for double the amount of the security deposit.

The tenant attended the hearing accompanied by a Legal Advocate. However, despite being individually served by registered mail on December 9, 2015 with the Tenant's Application for Dispute Resolution and notice of this hearing, no one for the landlords attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participants who joined the call were the tenant and the tenant's Legal Advocate. The tenant has provided a Canada Post cash register receipt dated December 9, 2015 as well as 2 Registered Domestic Customer Receipts addressed to each of the landlords, and I am satisfied that both landlords have been served in accordance with the *Residential Tenancy Act*.

### Issues to be Decided

Has the tenant established a monetary claim as against the landlords for return of all or part or double the amount of the security deposit?

### Background and Evidence

**The tenant** testified that this month-to-month tenancy began about 2 ½ years ago and ended on October 1, 2015 which was the effective date of vacancy contained in a 2 Month Notice to End Tenancy for Landlord's Use of Property served on the tenant.

Rent in the amount of \$850.00 per month was payable in advance on the 1<sup>st</sup> day of each month, and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$425.00 and no pet damage deposit was collected. No written tenancy agreement was prepared.

The tenant further testified that on November 3, 2015 the tenant sent a letter by regular mail to the landlords which contained the tenant's forwarding address in writing, requesting return of the security deposit. The landlords responded with a letter dated November 16, 2015 setting out the landlords' claim for expenses along with a cheque in the amount of \$211.00. Copies of the letter and the cheque have been provided and the tenant testified that the address of the tenant contained in that letter is the same address provided to the landlords in the tenant's letter of November 3, 2015.

The landlords have not served the tenant with an application for dispute resolution claiming any portion of the security deposit, and the tenant did not give any consent to the landlords keeping any portion. The tenant acknowledges that the landlord returned \$211.00 within the 15 days as specified in the *Residential Tenancy Act*, and seeks compensation equivalent to double the amount of the unpaid portion.

### Analysis

The *Residential Tenancy Act* is clear with respect to security deposits and pet damage deposits, and does not permit a landlord to keep any portion of either without the written consent of the tenant. A landlord must return the deposits in full or make an application for dispute resolution claiming against them within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing. If the landlord does neither, the landlord must repay double the amount.

In this case, the tenant testified that a forwarding address was sent to the landlords on November 3, 2015 and if deemed served 5 days later, the landlords had until November 23 to return the deposit in full. I find that the landlords acted within the time prescribed as evidenced by the landlords' letter dated November 16, 2015, and cheque containing the same date. However the landlords did not return the entire deposit and did not serve the tenant with an application for dispute resolution claiming against it. I have no such application before me, and therefore, I find that the tenant has established a monetary claim for double the amount of the unreturned portion, or \$428.00 ( $\$425.00 - \$211.00 = \$214.00 \times 2 = \$428.00$ ).

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$428.00.

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: January 28, 2016

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Residential Tenancy Branch

