



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD*

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of the security and pet deposit.

The tenant made this application on August 24, 2015 and a hearing was scheduled for December 03, 2015. The landlord did not attend the hearing and the Arbitrator granted the tenant's application. On December 29, 2015, the landlord applied for a review hearing and was granted one.

The landlord was required to serve the tenant with a copy of the review decision and the notice of today's hearing. The landlord did so and accordingly the tenant attended the hearing by conference call. Despite having applied for and granted a review hearing and having served the notice of today's hearing on the tenant, 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 the deposits?

### **Background and Evidence**

The tenancy began on July 01, 2012 and ended on July 31, 2015. The monthly rent was \$1,390.00. Prior to moving in, the tenant paid a security deposit of \$1,390, a key deposit of \$55.00 and a pet deposit of \$350.00 for a total of \$1,795.00 in deposits.

The tenant testified that on July 31, 2015, he provided the landlord with his forwarding address in writing, after the move out inspection was completed by both parties. The landlord informed the tenant that he intended to make deductions off the deposits but

did not provide the tenant with an itemized list of the deficiencies identified during the move out inspection.

The landlord also did not inform the tenant of the amount that he intended to retain from the deposits. The tenant did not agree to any deductions. As of August 24, 2015, the tenant had not heard back from the landlord and therefore applied for dispute resolution.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security 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 deposits 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 deposits.

The landlord currently holds a total of \$1,795.00 in deposits and is obligated under section 38 to return double this amount (\$3,590.00) plus interest on the base deposit (\$0.00). I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$3,590.00**. 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 **\$3,590.00**.

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: March 03, 2016

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Residential Tenancy Branch

