



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNR, FF

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant only.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid utilities; for damage to and cleaning of the property; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlords had submitted into evidence a copy of a tenancy agreement signed by the parties on November 18, 2014 for a month to month tenancy beginning on December 1, 2014 for the monthly rent of \$925.00 due on the 1st of each month plus 25% of utilities (gas and hydro). The tenancy agreement stipulates the tenant paid a security deposit of \$462.50 and a pet damage deposit of \$300.00.

The tenant submitted that the landlords still hold these deposits. She stated that she had fully removed her belongings from the rental unit by December 31, 2015 and that she provided the landlords with her forwarding address by email either on December 31, 2015 or January 1, 2016.

Analysis

As the landlords have failed to attend this hearing and present their claim I dismiss their Application for Dispute Resolution in its entirety. Furthermore, I find that failure on the part of the landlords to attend this hearing has the same effect as if the landlords had not filed an Application for Dispute Resolution at all seeking to claim against the security and pet damage deposits.

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

From the undisputed testimony of the tenant I find the tenancy ended on December 31, 2015 and that the tenant provided the landlord with her forwarding address on or before January 1, 2016. As such, I find the landlords had until January 16, 2016 to file an Application for Dispute Resolution seeking to claim against the deposits.

Based on my finding above, I find the landlords have failed to comply with the requirements to pursue a claim against the deposits within the requirements set forth in Section 38(1) and as such the tenant is entitled to double the amount of both deposits.

Conclusion

Based on the above, I find the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,525.00** comprised of doubling of the security deposit of \$462.50 and doubling of the pet damage deposit of \$300.00.

This order must be served on the landlords. If the landlords fail to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: August 08, 2016

Residential Tenancy Branch