



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of all or part of the pet damage deposit or security deposit, and to recover the filing fee from the landlord for the cost of the application.

The landlord and the tenant attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other regarding the testimony and evidence provided, all of which has been reviewed and is considered in this Decision.

No issues with respect to service or delivery of documents or evidence were raised.

### Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord 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 on June 1, 2014 and ended on July 1, 2014. Rent in the amount of \$1,300.00 per month was payable under the tenancy agreement, and there are no rental arrears. On May 27, 2014 the landlord collected a security deposit from the tenant in the amount of \$650.00, and no pet damage deposit was collected.

The tenant further testified that the parties exchanged a series of text messages, one of which contained the tenant's forwarding address which the landlord received on July 2, 2014. The parties had arranged for a move-out condition inspection, but the landlord did not attend for it, sending his brother instead. However, no move-in or move-out condition inspection reports were completed. The landlord's brother advised that the landlord would return the security deposit to the tenant at a later date. However, the

landlord then advised that he wanted to keep a portion of the security deposit due to a damaged carpet.

The landlord has not returned any portion of the security deposit to the tenant and has not served the tenant with an application for dispute resolution claiming against the deposit, and the tenant claims double the amount.

**The landlord** testified that the tenant told the landlord at the commencement of the tenancy that he would rent for 6 months or a year, but provided the landlord with a few weeks notice that the tenant was moving out, and only stayed one month.

The landlord denies that he ever received the tenant's forwarding address. The rental unit was re-rented about 2 months after the tenant moved out.

### Analysis

The *Residential Tenancy Act* states that a landlord must return a pet damage deposit or security deposit to a tenant 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, or must make an application for dispute resolution claiming against the deposit(s) within that 15 day period. If the landlord fails to do either, the landlord must repay the tenant double the amount.

In this case, the tenant testified that the parties exchanged a series of text messages, one of which contained the tenant's forwarding address, which the landlord denies. Providing a forwarding address in writing by text message is not sufficient unless there is supporting evidence of when the landlord received it. There is no such evidence, and therefore, I am not satisfied of when the landlord received it. Therefore, I am not satisfied that the tenant is entitled to double the amount of the security deposit. However, the landlord has not made an application for dispute resolution, and I find that the tenant has established a claim in the amount of \$650.00, the original amount of the security deposit collected by the landlord.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$750.00.

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: August 23, 2016

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Residential Tenancy Branch