



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Singla Homes Ltd.  
and [tenant name suppressed to protect privacy]

## **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 tenant and an agent for the landlord attended the hearing and each gave affirmed testimony. The parties each called one witness, both of whom gave affirmed testimony. The parties were given the opportunity to question each other and the witnesses with respect to 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 the pet damage deposit and security deposit?

### Background and Evidence

**The tenant** testified that this fixed term tenancy began on April 1, 2014 and reverted to a month-to-month tenancy after March 31, 2015. The tenant moved out of the rental unit on January 3, 2016. Rent in the amount of \$1,400.00 per month was payable on the 1<sup>st</sup> day of each month. The rental unit is a suite within a 4-plex, and a copy of the tenancy agreement has been provided.

The tenant further testified that on March 17, 2014 the tenant paid to the landlord a security deposit in the amount of \$700.00 as well as a pet damage deposit in the amount of \$700.00, neither of which has been returned by the landlord. The tenant has

provided the landlord with a forwarding address in writing by serving the landlord with the Tenant's Application for Dispute Resolution, which was served to an agent of the landlord company personally on March 7, 2016 in the presence of the tenant's witness. The landlord has not returned any portion of the deposits and the tenant claims \$1,400.00 and recovery of the \$100.00 filing fee.

**The tenant's witness** testified that she was present when the tenant served the landlord's agent with the Tenant's Application for Dispute Resolution and notice of this hearing at the office of the landlord on March 7, 2016.

**The landlord's agent** testified that the tenant didn't pay rent for January, and didn't give the landlord notice prior to the end of the month as required by the tenancy agreement and the *Residential Tenancy Act*. The landlord has not filed a claim because the landlord did not have a forwarding address of the tenant. The tenant has had no other contact with the landlord's agents until serving the Tenant's Application for Dispute Resolution on March 7, 2016, and had not made a request for return of either of the deposits prior.

The rental unit was re-rented for February 1, 2016. The rental unit was shown to prospective tenants after the tenant gave notice to vacate, and would have been shown even if the tenant still lived there in January, 2016. The landlord has no claim for damages.

**The landlord's witness** is a property manager for the rental complex and testified that she has not heard from the tenant at all after vacating the rental unit.

### Analysis

The *Residential Tenancy Act* states that a landlord has 15 days from the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return the security deposit and any pet damage deposit to a tenant, or make an application for dispute resolution claiming against the deposit(s) within that 15 day period. If the landlord fails to do so, the landlord must repay the tenant double the amount(s). However, if a landlord does not receive a tenant's forwarding address in writing within a year of the date the tenancy ends, the landlord doesn't have to return the deposits.

In this case the tenant provided the landlord with a forwarding address in writing on the Tenant's Application for Dispute Resolution, and the parties agree that was served to the landlord on March 7, 2016.

The landlord has now been served with the forwarding address and must deal with the deposits pursuant to Section 38 of the *Residential Tenancy Act*, and **I direct that the date of this Decision is deemed to be the date that the landlord received the tenant's forwarding address.** If the landlord fails to comply with Section 38, the tenant will be at liberty to make further application.

I dismiss the tenant's application with leave to reapply.

### Conclusion

For the reasons set out above, I hereby order the landlord to comply with Section 38 of the *Residential Tenancy Act*, and the tenant's application is hereby dismissed with leave to reapply.

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: October 28, 2016

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Residential Tenancy Branch