



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

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.

The tenant attended the hearing with an Advocate, and the tenant gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call.

The tenant's Advocate advised that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on January 6, 2017 and has provided a copy of a Registered Domestic Customer Receipt addressed to the landlord and stamped with that date by Canada Post, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

All testimony and evidence of the tenant has been reviewed and is considered in this Decision.

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 October 1, 2014 and the tenant moved out of the rental unit on September 15, 2016. Rent in the amount of \$650.00 per month was originally payable on the 1st day of each month, however about a year and a few months after the tenancy began, the landlord reduced rent to \$600.00

per month due to there not being any insulation which was not previously disclosed. The landlord expected the tenant to use that money for repairs as necessary. The rental unit is a single family dwelling, and there are no rental arrears.

At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$325.00 which is still held in trust by the landlord, and no pet damage deposit was collected. On October 28, 2016 the tenant sent to the landlord by regular mail a letter requesting return of the security deposit, a copy of which has been provided. It also contains the tenant's forwarding address, and the tenant testified that she had attended at the home of the landlord to provide the letter, but the landlord refused to take it.

No move-in or move-out condition inspection reports were completed, and the tenant has not been served with an application for dispute resolution by the landlord claiming against the security deposit. The landlord has not repaid any part of the security deposit to the tenant, and the tenant has not heard from the landlord since the letter of October 28, 2016 was sent to the landlord.

Analysis

The *Residential Tenancy Act* states that a landlord has 15 days from the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return a security deposit or pet damage deposit in full to a tenant, or must make an application for dispute resolution claiming against it within that 15 day period. If the landlord does neither, the landlord must repay the tenant double the amount.

In this case, I have reviewed the letter of October 28, 2016, which contains the same address of the landlord as contained in the Tenant's Application for Dispute Resolution. Having found that the landlord has been served with the Tenant's Application for Dispute Resolution and notice of this hearing, I accept the undisputed testimony of the tenant that the October 28, 2016 letter was sent on October 28, 2016 by regular mail, which is deemed to have been delivered 5 days later, or November 2, 2016. The tenancy ended on September 15, 2016, and the landlord has not repaid the security deposit to the tenant. The tenant also testified that the landlord has not served the tenant with an application for dispute resolution claiming against the security deposit, and I have no such claims before me. Therefore, I find that the landlord has failed to comply with the *Act* and must repay the tenant double the amount, or \$650.00.

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 \$650.00.

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: February 15, 2017

Residential Tenancy Branch