



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kamloops Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Parties named as Landlords did not attend the hearing. I accept the Tenant's evidence that each Party/Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on June 7, 2017 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlords are deemed to have received the Materials on June 12, 2017. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to return of double the security and pet deposit?

Background and Evidence

The tenancy started on January 1, 2015 and ended on April 30, 2017. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit and \$350.00 as a pet deposit. The Parties mutually conducted both a move-in and move-out condition inspection report. The Tenant provided its forwarding address on the move-out report. The Landlord has not returned

the security or pet deposit and has not made an application to claim against the deposits. The Tenant claims return of the security and pet deposit. The Tenant does not waive her entitlement to return of double the deposits.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the undisputed evidence of the Tenant, I find that the Landlord had until May 15, 2017 to make an application to claim against the security deposit or to return the security deposit in full. As the Landlord did neither I find that the Tenant is now entitled to return of double the combined security and pet deposit plus zero interest of **\$1,400.00**.

Conclusion

I grant the Tenant a monetary order under Section 67 of the Act for **\$1,400.00**. If necessary, this order may be filed in the Small Claims Court and 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: November 14, 2017

Residential Tenancy Branch