



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This decision pertains to the Tenant's application for dispute resolution made on April 20, 2018, under the *Residential Tenancy Act* (the "Act"). The Tenant seeks a monetary order for the return of the security and pet damage deposits.

The Tenant attended the hearing before me and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The Landlord did not attend.

The Tenant testified that they served the Notice of Dispute Resolution Proceeding package (the "Notice") on the Landlord by leaving a copy with an adult who apparently resides with the landlord, on April 22, 2018. The Tenant made an audio recording of the service upon the adult. Later that day, the Tenant texted the Landlord confirming if they had received the Notice. On April 23, 2018, the Landlord responded to the Tenant's text, confirming that they received the Notice. Pursuant to section 71 (2) (b) of the Act, I find that the Notice was sufficiently served for the purposes of the Act.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issue of this application is considered in my decision.

Issue to be Decided

Is the Tenant entitled to a monetary order for the return of the security and pet damage deposits?

Background and Evidence

The Tenant testified that their fixed term tenancy ended on March 31, 2018, and that they vacated the rental unit on that date. The Tenant paid a security deposit of \$950.00 and a pet damage deposit of \$950.00, for a total of \$1,900.00. The Tenant submitted into evidence a copy of a written tenancy agreement.

In an email exchange on February 26, 2018, the Tenant provided the Landlord with their forwarding address, to which the Landlord acknowledged receiving. The Tenant submitted into evidence a copy of the email exchange.

The Tenant testified that the Landlord did not complete a condition inspection report either at the start of, or at the end of, the tenancy.

Analysis

Section 38 (1) of the Act requires a landlord to either refund a tenant their security and pet damage deposit, or, make an application for dispute resolution claiming against the deposits, within 15 days after the date the tenancy ends.

Section 38 (5) prevents a landlord from retaining any or all of a security or pet damage deposit when the landlord fails to complete condition inspection reports at the start and end of a tenancy.

Section 38 (6) states that where a landlord fails to comply with section 38 (1), the landlord (a) may not make a claim against the security deposit or any pet damage deposit, and (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

The Tenant testified that the Landlord received their forwarding address on February 26, 2018. I find as a fact that the Landlord received the Tenant's forwarding address in writing, and as such was required to either refund the security and pet damage deposits by April 15, 2018, or make an application for dispute resolution claiming against the deposits. I find as a fact that the Landlord has done neither.

Therefore, I find that the Landlord has not complied with section 38 (1) of the Act and, pursuant to section 38 (6) (b), is required to pay the Tenant double the amount of the security and pet damage deposits.

I grant the Tenant a monetary order in the amount of \$3,800.00 for the return of the security and pet damage deposits.

Conclusion

I grant the Tenant a monetary order in the amount of \$3,800.00 for the return of the security deposit and pet damage deposit. This order must be served on the Landlord as soon as possible. If the Landlord fails to comply with this order, this order may be filed in, and enforced as an order of, the Provincial Court of British Columbia (Small Claims).

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: June 13, 2018

Residential Tenancy Branch