



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

On December 1, 2017, and January 9, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for the Landlord to return of all or part of the pet damage deposit or security deposit, and to recover the filing fee for the Application.

The matter was scheduled as a teleconference hearing. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties confirmed that they exchanged the evidence before me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Tenant entitled to the return of double the security deposit?

Background and Evidence

The parties Tenant testified that the tenancy commenced on April 1, 2017, as a six month fixed term tenancy. Rent in the amount of \$2,200.00 was due by the first day of each month. The Tenants paid the Landlord a security deposit of \$1,100.00 and a pet damage deposit of \$1,100.00.

The Tenant testified that the Landlords did not return the security deposit after the Tenant moved out of the rental unit.

The Tenant testified that there was no agreement that the Landlord could retain any amount of the security deposit or pet damage deposit.

The Tenant testified that she provided the Landlord with her forwarding address in writing on January 19, 2018. The Tenant testified that she served the Landlord directly on January 19, 2018.

The Tenant is seeking the return of double the security deposit.

I reply, the Landlord testified that he does not dispute any of the Tenant's testimony.

Analysis

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

Section 38 (1) of the Act states 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 any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Residential Tenancy Policy Guideline # 17 Security Deposit and Set Off states

If the landlord does not return or file for dispute resolution to retain the deposit within fifteen days, and does not have the tenant's agreement to keep the deposit, the landlord must pay the tenant double the amount of the deposit.

I find that the Tenant provided their forwarding address in writing to the Landlord on January 19, 2018. There is no evidence before me that the Landlord applied for dispute resolution within 15 days of receiving the Tenant's forwarding address. I find that there was no agreement from the Tenant that the Landlord could retain any amount of the security deposit.

I find that the Landlord breached section 38 of the Act. Pursuant to section 38(6) of the Act, the Landlord must pay the Tenant double the amount of the security deposit and pet damage deposit.

I order the Landlord to pay the Tenant the amount of \$2,200.00. I grant the Tenant a monetary order in the amount of \$2,200.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlord is cautioned that costs of such enforcement are recoverable from the Landlord.

Conclusion

The Landlord failed to return the security deposit and pet damage deposit to the Tenant in accordance with the legislation.

The Tenant is awarded double the amount of the security deposit and pet damage deposit. I grant the Tenant a monetary order in the amount of \$2,200.00.

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: July 10, 2018

Residential Tenancy Branch