



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenants for the return of the security and pet deposits and to recover the filing fee for this application.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on April 27, 2018. The Tenant provided tracking information on the documents. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absences.

The Tenant said the Landlord did not accept the registered mail package with the Application and Notice of Hearing (the “hearing package”) because the post office returned it to the sender (the Tenant). The Tenant provided a tracking number and he said the address for the Landlord was correct.

Issues(s) to be Decided

1. Are the Tenants entitled to the return of double the security and pet deposits?

Background and Evidence

This tenancy started in December 2017 as a month to month tenancy. The tenancy ended March 31, 2018. Rent was \$2,400.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$2,400.00 and a pet deposit of \$1,200.00 at the start of the tenancy.

The Tenant said that they moved out of the rental unit on March 31, 2018 and gave the Landlord a forwarding address in writing on April 12, 2018. The Tenant said no condition inspection reports were done.

The Tenant said they requested their security deposit and pet deposit to be returned but the Landlord said he was keeping them because of scratches on a couch.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (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.**

I accept the Tenant's testimony that he gave the Landlord a forwarding address in writing on April 12, 2018. The Landlord did not repay security and pet deposits to the Tenants within 15 days of the end of the tenancy or 15 days after receiving the Tenants' forwarding address in writing, nor did the Landlord apply for dispute resolution by April 27, 2018. Consequently, I find for the Tenants and grant an order for double the security and pet deposits of \$2,400.00 plus \$1,200.00 in the amount of $\$3,600.00 \times 2 = \$7,200.00$.

As the Tenants were successful in this matter I also order the Tenants to recover the filing fee of \$100.00 from the Landlord; pursuant to section 67 a monetary order for

\$7,300.00 has been issued to the Tenants. This Monetary order represents double the security deposit in the amount of \$7,200.00 and the filing fee of \$100.00.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 and 67 of the Act, I grant a Monetary Order for \$7,300.00 to the Tenants. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims court) 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: July 16, 2018

Residential Tenancy Branch