



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on August 15, 2018 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that the Landlords return all or part of the security deposit and/or pet damage deposit; and
- an order granting recovery of the filing fee.

The Tenant and the Landlords attended the hearing, and provided affirmed testimony.

The Tenant testified the Application and documentary evidence package was served on the Landlords by registered mail. Copies of Canada Post registered mail receipts were submitted in support. The Landlords acknowledged receipt. Pursuant to section 71 of the *Act*, I find these documents were sufficiently served for the purposes of the *Act*. The Landlords did not submit documentary evidence in response to the Application.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to 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

1. Is the Tenant entitled to an order that the Landlords return all or part of the security deposit and/or pet damage deposit?
2. Is the Tenant entitled to an order granting recovery of the filing fee?

### Background and Evidence

The parties agreed the tenancy began on May 15, 2014, and ended on July 15, 2018. During the tenancy, rent was due in the amount of \$1,150.00 per month. The Tenant paid a security deposit of \$575.00 and a pet damage deposit of \$575.00, which the Landlords hold.

The Tenant testified she provided the Landlords with a forwarding address in writing, by email, on August 8, 2018. A copy of the email, including a response from C.K. on the same date, was included with the Tenant's documentary evidence.

In reply, C.K. testified the Tenant's cat caused damage to carpeting, which had been replaced at the beginning of the tenancy. During the hearing, C.K. became agitated and testified to his belief that the purpose of the hearing was to resolve the issue of damage to the rental unit and the right of the Landlords to retain the security deposit. He stated he was misled about the purpose of the hearing by a representative of the Residential Tenancy Branch.

### Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 38(1) of the *Act* requires a landlord to repay deposits or make a claim against them by filing an application for dispute resolution within 15 days after receiving a tenant's forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to comply with section 38(1) of the *Act*, section 38(6) stipulates that a tenant is entitled to receive double the amount of the security deposit. These mandatory provisions are intended to discourage landlords from arbitrarily retaining deposits.

In this case, I find the Tenant provided C.K. with her forwarding address in writing by email on August 8, 2018. Accordingly, pursuant to section 38(1) of the *Act*, the Landlords had until August 23, 2018, to repay the deposits or make an application for dispute resolution. The Landlords did neither.

In light of the above, and pursuant to section 38(6) of the *Act*, I find the Tenant is entitled to an award of double the amount of the security deposit and pet damage deposit held by the Landlords, or \$2,300.00. Having been successful, I also find the Tenant is entitled to recover the \$100.00 filing fee paid to make the Application.

Pursuant to section 67 of the *Act*, I find the Tenant is entitled to a monetary order in the amount of \$2,400.00.

### Conclusion

The Tenant is granted a monetary order in the amount of \$2,400.00. The order may be filed in and enforced as an order of the Provincial Court of BC (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: December 14, 2018

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Residential Tenancy Branch