



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT MNSD

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of all or part of the pet damage deposit or security deposit and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing with an assistant and the tenant testified under affirmation. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the landlord joined the call. The tenant testified that the landlord was served with the Application for Dispute Resolution, notice of this hearing and all evidence by registered mail on October 26, 2018. The tenant has provided a copy of a Canada Post cash register receipt bearing that date as well as an Xpresspost document containing a tracking number, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony is considered in this Decision.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit or pet damage deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on June 1, 2017 and ended on September 30, 2017. Rent in the amount of \$2,300.00 per month was payable on the 1st day of each month, and there are no arrears to the end of September, 2017. At

the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,150.00 as well as a pet damage deposit in the amount of \$575.00. The rental unit is a single family dwelling and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenant further testified that the landlord has returned the \$575.00 pet damage deposit to the tenant, but despite requests, the landlord has not returned any portion of the security deposit. The tenant sent a letter to the landlord by registered mail on September 18, 2017, which also contained the tenant's forwarding address. Copies of the letter and Canada Post cash register receipt have been provided as evidence for this hearing. The tenant sent another letter by registered mail on December 4, 2017 but it was returned to the tenant unclaimed.

The landlord has not served the tenant with an Application for Dispute Resolution and has not corresponded or spoken with the tenant. The landlord has not returned any portion of the security deposit to the tenant.

Analysis

The *Residential Tenancy Act* requires a landlord to return a pet damage deposit and/or security deposit in full to a tenant within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or must make an Application for Dispute Resolution claiming against the deposit(s) within that 15 day period, and serve the tenant. If the landlord fails to repay the deposit(s) in full or make an Application for dispute Resolution within that 15 day period, the landlord must repay double the amount to the tenant.

Considering the evidence before me and the testimony of the tenant, I am satisfied that the tenancy ended on September 30, 2017 and the landlord received the tenant's forwarding address in writing on September 23, 2017, being 5 days after mailing. The tenant testified that the landlord has not served the tenant with an Application for Dispute Resolution, and I have no such application before me. Therefore, I find that the tenant has established a monetary claim for double the amount of the security deposit, or \$2,300.00.

Since the tenant has been successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,400.00.

This order is final and binding and may be enforced.

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: February 15, 2019

Residential Tenancy Branch