



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenant for the return of double the security and pet deposits and the recovery of the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on April 3, 2019. 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 absence.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of double the security and pet deposits?

Background and Evidence

This tenancy started on September 1, 2017 as a fixed term tenancy with an expiry date of May 30, 2018. Rent was \$2,850.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$1,475.00 and a pet deposit of \$1,025.00 at the start of the tenancy. A move in condition inspection report was completed and the Tenant said a walk through was done at the end of the tenancy, but no actual report was completed with both the Landlord and the Tenant.

The Tenant said the tenancy ended on May 30, 2018 due to a 2 Month Notice to End Tenancy for Landlord’s Use of the Property. The Tenant continued to say they did a walk through of the rental unit and the Landlord asked the Tenant to repair 3 doors because of dog scratches. The Tenant repaired the doors and then asked the Landlord for his security and pet deposits to be returned. The Tenant said he wrote the Landlord on August 30, 2018 with his forwarding address and another request for the return of the deposits. The Tenant said the Landlord has ignored all his communications. As a

result the Tenant said he has made this application for the return of double his deposits and the filing fee of \$100.00. Further the Tenant said he is unaware of any applications the Landlord may have made to the Residential Tenancy Branch.

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 find that the Tenant did give the Landlord a forwarding address in writing on August 30, 2018. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution. Consequently, I find for the Tenant and I award the Tenant double the security deposit of \$1,475.00 and the pet deposit of \$1,025.00 in the amount of $\$2,500.00 \times 2 = \$5,000.00$.

As the Tenant was successful in this matter I further order the Tenant to recover the filing fee of \$100.00 from the Landlord. Pursuant to section 38, 67 and 72 a monetary order for \$5,100.00 will be issued to the Tenant. This Monetary order represents double the security and pet deposits and the filing fee of \$100.00.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38, 67 & 72 of the Act, I grant a Monetary Order for \$5,100.00 to the Tenant. 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: June 25, 2019

Residential Tenancy Branch