



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on November 18, 2019. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- A monetary order for the return of double the security and pet deposit

The Tenant attended the hearing. However, the Landlord did not. The Tenant stated he sent the Landlord his application and evidence by registered mail on August 22, 2019, to the Landlord's mailing address. Pursuant to section 90 of the Act, I find the Landlord received this package 5 days after it was mailed, on August 27, 2019.

The Tenant was provided the 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.

Issue(s) to be Decided

1. Is the Tenant entitled to an order that the Landlord return all or part of the security deposit or pet damage deposit?

Background and Evidence

The Tenant stated that the tenancy ended on March 31, 2018, which was the day they vacated the rental unit. The Tenant stated that he paid a security deposit and a pet deposit in the amount of \$1,200.00 each, totalling \$2,400.00.

The Tenant stated that they live in the rental unit for several years and were given the Landlord's PO Box as a means to communicate with the Landlord. The Tenant stated that he provided his forwarding address by text, email, and verbally, but he was unclear on these dates as to when this was done. The Tenant also stated that he provided his forwarding address in writing, by registered mail, which he sent to the Landlord's PO BOX on February 27, 2018. The Tenant stated that the Landlord ignored his requests to get his deposits back, so now he is seeking double.

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 the security deposit or make an application for dispute resolution within 15 days after receipt of a tenant's forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to do one of these two things, section 38(6) of the *Act* confirms the tenant is entitled to the return of double the security and pet deposits.

In this case, the Tenant confirmed that he sent the Landlord his forwarding address in writing, and requested his security deposit back. The Tenant stated he sent this letter to the Landlord on February 27, 2018. I note the Tenant testified that this was the mailing address the Landlord provided to the Tenant for service. Pursuant to section 88 and 90 of the *Act*, I find the Landlord is deemed served with the Tenant's forwarding address in writing on March 4, 2018, the fifth day after it was mailed.

I note the Tenant did not authorize any deductions from the security or pet deposit. There is no evidence to show that either party extinguished their right to the security deposit.

I note the Tenant provided his forwarding address in writing prior to moving out. As a result, and pursuant to section 38(1) of the *Act*, the Landlord had 15 days from the end of the tenancy (until April 15, 2018) to either repay the security and pet deposit (in full) to the Tenant or make a claim against it by filing an application for dispute resolution.

There is no evidence the Landlord did either and I find the Landlord breached section 38(1) of the Act.

Accordingly, as per section 38(6)(b) of the Act, I find the Tenant is entitled to recover double the amount of the security and pet deposit (\$2,400.00 x 2). Further, section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenant was successful in this hearing, I also order the Landlord to repay the \$100.00 fee the Tenant paid to make the application for dispute resolution.

In summary, I issued the Tenant a monetary order for \$4,900.00 based on the Landlord's failure to deal with the security and pet deposit in accordance with section 38 of the Act.

Conclusion

I grant the Tenant a monetary order in the amount of **\$4,900.00**. This order must be served on the Landlord. If the Landlord fails to comply with this order the Tenant may file the order in the Provincial Court (Small Claims) and be enforced 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: November 18, 2019

Residential Tenancy Branch