



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNSD, FFT

### Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for the return of the security deposit and to recover the fee for filing this Application for Dispute Resolution.

The female Tenant stated that on October 25, 2019 the Dispute Resolution Package and evidence the Tenant submitted with the Application were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On November 28, 2019 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via registered mail, on December 04, 2019. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party present at the hearing affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

### Preliminary Matter

The Landlord has submitted evidence of damage to the rental unit. As these proceedings do not relate to a claim for compensation filed by the Landlord, the Landlord's evidence of damage was not considered at the hearing.

The issues in dispute at these proceedings are limited to the issues outlined on the Tenant's Application for Dispute Resolution.

As the parties were advised at the hearing, the Landlord retains the right to file an Application for Dispute Resolution in which he seeks compensation for damage to the rental unit.

Issue(s) to be Decided:

Is the Tenant entitled to the return of security deposit?

Background and Evidence:

The Landlord and the Tenant agree that:

- a security deposit of \$2,250.00 was paid;
- a pet damage deposit of \$2,250.00 was paid;
- this tenancy ended on September 30, 2019, by mutual agreement;
- the Tenant provided a forwarding address, in writing, on October 02, 2019;
- the Tenant did not authorize the Landlord to retain any portion of the security deposit or pet damage deposit;
- the Landlord did not return any portion of the security deposit or pet damage deposit; and
- the Landlord did not file an Application for Dispute Resolution claiming against the security deposit or pet damage deposit.

Analysis:

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits.

On the basis of the undisputed evidence I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not repaid the security deposit/pet damage deposit or filed an Application for Dispute Resolution and more than 15 days has passed since the tenancy ended and the forwarding address was received.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit and pet damage deposit.

I find that the Tenant's Application for Dispute Resolution has merit and that the Tenant is entitled to recover the fee paid to file this Application.

Conclusion:

The Tenant has established a monetary claim of \$9,100.00, which includes double the security deposit, double the pet damage deposit, and \$100.00 in compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and 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: December 14, 2019

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Residential Tenancy Branch