



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Renzullo Importing Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit and the pet deposit. The tenant also applied for the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on April 22, 2020. The tenant provided a tracking number.

Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of the security and pet deposits and the filing fee?

Background and Evidence

The tenant testified that the tenancy began in December 2015 and ended on July 30, 2019. The monthly rent was \$1,050.00 due on the first of each month. The tenant stated that she paid a security deposit of \$525.00 and a pet deposit of \$525.00

The tenant testified that she provided her forwarding address to the landlord on July 30, 2019 by text message and the landlord replied in acknowledgment of the same. The tenant filed a copy of the communication between the parties by text message. The tenant stated that she contacted the landlord multiple times for the return of the deposits and filed copies of the text messages.

On January 23, 2020 the tenant received a cheque in the amount of \$525.00 from the landlord. The tenant continued to send messages by text to the landlord informing him that she had paid a pet deposit as well. The landlord stopped responding to the tenant and therefore the tenant made this application for the return of her security and pet deposits. The tenant is also claiming the recovery of the filing fee.

Analysis

Section 38(1) of the *Act* provides that the landlord must return the security deposit and pet deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of the end of tenancy or 15 days after receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposit.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord returned the security deposit to the tenant on January 23, 2020, approximately six months after the tenancy ended and did not return the pet deposit. In addition, the landlord did not make application to retain the deposits.

Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security and pet deposits.

The tenant paid a security deposit of \$525.00 and a pet deposit of \$525.00. I find that the landlord is obligated under section 38 to return double these amounts to the tenant. Accordingly, the landlord must return a total of \$2,100.00 to the tenant. The tenant testified that she has already received \$525.00 from the landlord. Therefore, the landlord must return the balance owed in the amount of \$1,575.00.

Since the tenant has proven her case, I grant the tenant the recovery of the filing fee of \$100.00.

Overall the tenant has established a claim of \$1,675.00. I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount, which represents double the base security and pet deposits (\$2,100.00) plus the filing fee (\$100.00) minus the amount already returned to the tenant (\$525.00). This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order for **\$1,675.00**.

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 01, 2020

Residential Tenancy Branch