



# 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 pursuant to the Tenants' Application for Dispute Resolution, made on April 30, 2020 (the "Application"). The Tenants applied for an order that the Landlord return all or part of the security deposit and/or pet damage deposit, pursuant to the *Residential Tenancy Act* (the "Act"):

The Tenants attended the hearing and were assisted by R.I., an articulated law student. The Tenants provided affirmed testimony. The Landlord did not attend the hearing.

The Tenants testified the Notice of Dispute Resolution Hearing package was served on each of the Landlord by email on May 25, 2020. A copy of the email to the Landlord was submitted in support. R.I. confirmed the email address was used by the Landlord during the tenancy and during a recent proceeding before the British Columbia Human Rights Tribunal. Pursuant to the Director's Order issued on March 30, 2020, I find the documents are deemed to be received three days later on May 28, 2020.

The Tenants were given a full 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 to be Decided

Are the Tenants entitled to an order that the Landlord return all or part of the security deposit and/or pet damage deposit?

### Background and Evidence

The tenancy agreements submitted into evidence by the Tenants confirms the tenancy began on November 16, 2017. On behalf of the Tenants, R.I. advised the tenancy ended on April 30, 2018. The Tenants paid a security deposit in the amount of \$775.00, which the Landlord holds.

On behalf of the Tenants, R.I. advised that the Tenants provided a forwarding address in writing to the Landlord on April 29, 2018. The forwarding address was given to the Landlord by placing it in the Landlord's mailbox. The Tenants also followed up with demand letters from an articulated law student dated July 20 and August 7, 2018, copies of which were submitted into evidence.

The Tenants confirmed that the security deposit has not been repaid.

### 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 deposits or make an application to keep them by filing an application for dispute resolution within 15 days after receiving 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 amount of the deposits. The language in the *Act* is mandatory.

In this case, I find the tenancy ended on April 30, 2018 and that the Tenants made the Application on time on April 30, 2020. Further, I find the Tenants first provided the Landlord with a forwarding address in writing on April 29, 2018 by leaving a copy in the Landlord's mailbox on April 29, 2018. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received three days later. I find the Landlord is deemed to have received the Tenants' forwarding address in writing on May 2, 2018. Therefore, pursuant to section 38(1) of the *Act*, I find the Landlord had until May 17, 2018 to return the security deposit to the Tenants. I find that the Landlord did not. As a result, I find the Tenants are entitled to recover double the amount of the security and pet damage deposits held, or \$1,550.00.

Conclusion

The Tenants are granted a monetary order in the amount of \$1,550.00. The order may be filed in and enforced as an order of the Provincial Court of BC (Small Claims).

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 16, 2020

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Residential Tenancy Branch