



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSDS-DR, FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of all or part of the pet damage deposit or security deposit, and to recover the filing fee from the landlord for the cost of the application. The application was originally made by way of the Direct Request process, which was referred to this participatory hearing.

The tenant attended the hearing, gave affirmed testimony, and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the landlord joined the call.

The tenant testified that the landlord was served with the Application for Dispute Resolution, notice of this hearing and evidence (the Hearing Package) by registered mail on July 21, 2020. The tenant has provided copies of a Registered Domestic Customer Receipt stamped with that date by Canada Post as well as a Canada Post cash register receipt bearing the same date and the same tracking number. I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

All evidence of the tenant has been reviewed and is considered in this Decision.

### Issues to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or double the amount of the security deposit?

### Background and Evidence

The tenant testified that this month-to-month tenancy began on March 1, 2018 and ended on June 30, 2020. Rent in the amount of \$1,125.00 was payable on the 1<sup>st</sup> day of each month and there are no rental arrears. No written tenancy agreement exists, however the parties exchanged emails with the standard terms of a tenancy, including the payment of a security deposit in the amount of \$560.00. A copy of the email from the landlord indicating those terms has been provided for this hearing. The rental unit is 1 of 2 basement suites, and the upper level has 2 suites as well; one of which is tenanted and the other is occupied by the landlord.

On February 19, 2018 the tenant sent a security deposit in the amount of \$560.00 to the landlord by e-transfer, and a copy of the confirmation has been provided for this hearing.

On May 31, 2020 the tenant gave the landlord notice to vacate, and a copy of the letter has been provided for this hearing, which also contains a forwarding address of the tenant. The tenant left the letter in the landlord's mailbox because the landlord was not at home, and the tenant left a portion of the letter sticking out of the mailbox to ensure the landlord saw it. A photograph has also been provided for this hearing.

The landlord has not returned any portion of the security deposit and has not served the tenant with an Application for Dispute Resolution claiming against the security deposit.

### Analysis

The *Residential Tenancy Act* requires a landlord to return a security deposit and/or pet damage deposit to a tenant in full within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or must make an Application for Dispute Resolution claiming against the deposit within that 15 day period. If the landlord fails to do either, the landlord must repay the tenant double the amount.

In this case, I am satisfied that the tenant paid a security deposit to the landlord prior to the commencement of this tenancy in the amount of \$560.00.

I am also satisfied that the tenant provided a forwarding address in writing to the landlord on May 31, 2020 by placing it in the mailbox of the landlord in a fashion that would bring it to the landlord's attention. Documents served by that method are deemed to have been served 3 days later, which in this case would be June 3, 2020.

The tenant testified that the landlord has not returned any portion of the security deposit. The tenant also testified that the landlord has not served the tenant with an Application for

Dispute Resolution claiming against the security deposit, and I have no such application before me. Given that it is now October, and well more than 15 days have passed, I find that the tenant is entitled to double the amount or \$1,120.00.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,220.00.

This order is final and binding and may be enforced.

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: October 01, 2020

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Residential Tenancy Branch