



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR

Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 38.1 of the *Residential Tenancy Act* (the *Act*), and dealt with an Application for Dispute Resolution by the tenants for a Monetary Order for the return of double the security deposit and the pet damage deposit (the deposits).

The tenants submitted two signed Proof of Service Tenant's Notice of Direct Request Proceeding forms which declare that on October 23, 2020, the tenants sent each of the landlords the Notice of Direct Request Proceeding by registered mail. The tenants provided a copy of the Canada Post Customer Receipts containing the Tracking Numbers to confirm these mailings. Based on the written submissions of the tenants and in accordance with sections 89 and 90 of the *Act*, I find that the landlords are deemed to have been served with the Direct Request Proceeding documents on October 28, 2020, the fifth day after their registered mailing.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation for the return of a security deposit and a pet damage deposit pursuant to sections 38 and 67 of the *Act*?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The tenants submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlords on March 19, 2020, indicating a monthly rent of \$2,900.00, a security deposit of \$1,450.00, and a pet damage deposit of \$1,450.00, for a tenancy commencing on April 1, 2020;

- A copy of a notice to end tenancy from the tenants to the landlords dated July 24, 2020, indicating the tenancy would end on August 31, 2020 and providing the forwarding address for the return of the deposits;
- A copy of a Proof of Service Tenant Forwarding Address for the Return of Security and/or Pet Damage Deposit form (Proof of Service of the Forwarding Address) which indicates that the forwarding address was served to the landlords by placing it in the mailbox at 9:56 am on July 24, 2020; and
- A copy of a Tenant's Monetary Order Worksheet for an Expedited Return of Security Deposit and/or Pet Damage Deposit (the Monetary Order Worksheet). showing the amount of deposits paid by the tenants and indicating the tenants vacated the rental property on August 31, 2020.

Analysis

Section 38(1) of the *Act* states that the landlord has fifteen days from the end of tenancy and the date they received the forwarding address to either return the deposit(s) in full or make an application for dispute resolution claiming against the deposit(s).

Section 38(6) of the *Act* states that if the landlord does not return the deposit(s) or file a claim against them within the fifteen days, the landlord must pay the tenant double the amount of the deposit(s).

I have reviewed all documentary evidence and I find that the tenants paid a security deposit in the amount of \$1,450.00 and a pet damage deposit in the amount of \$1,450.00, as per the tenancy agreement.

I accept the following declarations made by the tenants on the Monetary Order Worksheet:

- The tenants have not provided consent for the landlords to keep all or part of the deposits;
- There are no outstanding Monetary Orders against the tenants for this tenancy; and
- The tenants have not extinguished their right to the deposits in accordance with sections 24(1) and 36(1) of the *Act*.

I find that the tenancy ended on August 31, 2020, the date indicated on the tenants' notice to vacate.

In accordance with sections 88 and 90 of the *Act*, I find that the landlords were deemed served with the forwarding address on July 27, 2020, three days after it was placed in the mailbox.

I accept the evidence before me that the landlords have failed to return the deposits to the tenants and have not filed an Application for Dispute Resolution requesting to retain

the deposits by September 15, 2020, within the fifteen days granted under section 38(1) of the *Act*.

Based on the foregoing, I find that the landlords must pay the tenants double the amount of the security deposit and the pet damage deposit in accordance section 38(6) of the *Act*.

Therefore, I find that the tenants are entitled to a monetary award in the amount of \$5,800.00, the amount claimed by the tenant for double the security deposit and the pet damage deposit, as of the date of this application, October 16, 2020.

Conclusion

Pursuant to section 67 of the *Act*, I grant the tenants a Monetary Order in the amount of \$5,800.00 for the return of double the security deposit and the pet damage deposit. The tenants are provided with this Order in the above terms and the landlord(s) must be served with **this Order** as soon as possible. Should the landlord(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: November 06, 2020

Residential Tenancy Branch