



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD, MNDCT, FFT

### **Introduction:**

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, for the return of the security/pet damage deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on September 18, 2020 the Dispute Resolution Package was sent to the Landlord, via registered mail, at the service address noted on the Application. The Tenant cited a tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been mailed to the Landlord at the service address cited.

On October 27, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. As the Landlord submitted evidence to the Residential Tenancy Branch, I am satisfied that he received the Application for Dispute Resolution and that he was aware of these proceedings. As I am satisfied that the Landlord was aware of these proceedings, the hearing proceeded in the absence of the Landlord.

The Tenant affirmed that she would speak the truth, the whole truth, and nothing but the truth at these proceedings.

### **Issue(s) to be Decided:**

Is the Tenant entitled to the return of the security/pet damage deposit?

### **Background and Evidence:**

The Tenant stated that:

- The tenancy began on August 01, 2018;
- The tenancy ended on July 15, 2018;
- She had all of her property removed from the garage of the unit by July 18, 2020;
- She paid a security deposit of \$1,225.00;
- She paid a pet damage deposit of \$1,225.00;
- She left her forwarding address on a piece of paper on the counter inside the rental unit on July 18, 2020;
- the Tenant did not authorize the Landlord to retain any portion of the security/pet damage deposit;
- the Landlord did not return any portion of the security/pet damage deposit; and
- the Landlord did not file an Application for Dispute Resolution claiming against the security/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/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/pet damage deposit, which is \$4,900.00.

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 \$5,000.00, which includes double the security/pet damage deposit plus \$100.00 as 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 18, 2020

---

Residential Tenancy Branch