



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code 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 a security deposit and/or a pet damage deposit.

The Tenants submitted a signed Proof of Service - Tenant's Notice of Direct Request Proceeding which declares that the Tenants served with Landlord with the Notice of Direct Request Proceeding and supporting documents by registered mail on February 12, 2021, which service was witnessed by H.S.L. The Tenants provided copies of Canada Post receipts containing the Tracking Number to confirm this mailing. Based on the written submissions of the Tenants and in accordance with sections 89 and 90 of the *Act*, I find that the Landlord is deemed to have received these documents on February 17, 2021, five days after they were mailed.

Issues to be Decided

Are the Tenants entitled to monetary compensation for the return of a security deposit and/or 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 Landlord on June 1, 2020 and by the Tenants on June 2, 2020, indicating a monthly rent of \$1,600.00, a security deposit of \$800.00 and a pet damage deposit of \$800.00, for a tenancy commencing on July 1, 2020;
- A copy of an email from the Tenant A.Z. to the Landlord dated January 15, 2021 which included the Tenants' forwarding address, to which the Landlord replied on January 16, 2021;
- A copy of a Tenant's Notice of Forwarding Address for the Return of Security and/or Pet Damage Deposit dated January 15, 2021;
- A copy of a Proof of Service - Tenant's Notice of Forwarding Address for the Return of Security and/or Pet Damage Deposit confirming service of a forwarding address on the Landlord by email on January 15, 2021;
- A copy of a Tenant's Direct Worksheet confirming the Tenants vacated the rental unit on January 9, 2021;
- A copy of a move-in Condition Inspection Report completed on July 1, 2020; and
- A copy of a type-written timeline of events.

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 deposits in full or make an application for dispute resolution claiming against the deposits.

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

I have reviewed all documentary evidence and I find that the Tenants paid a security deposit in the amount of \$800.00 and a pet damage deposit of \$800.00, payment of which was confirmed in the tenancy agreement.

I accept the following declarations made by the Tenants on the Tenant's Direct Request Worksheet:

- The Tenants have not provided consent for the Landlord to keep all or part of the security deposit and pet damage deposit;
- 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 accept the Tenants' statement on the Tenant's Direct Request Worksheet that the tenancy ended when the Tenants vacated the rental unit on January 9, 2021.

In accordance with sections 88 and 90 of the *Act*, I find that the Landlord received the Tenants' forwarding address in writing on January 16, 2021, the day the Landlord responded to the Tenants' email dated January 15, 2021.

I accept the evidence before me that the Landlord has failed to return the security deposit and pet damage deposit to the Tenants and has not filed an Application for Dispute Resolution requesting to retain the deposits by January 31, 2021, within the fifteen days granted under section 38(1) of the *Act*.

Based on the foregoing, I find that the Landlord must pay the Tenants double the amount of the security deposit and the pet damage deposit in accordance sections 38(6) of the *Act*, which totals \$3,200.00 $((\$800.00 + \$800.00) \times 2)$.

Conclusion

Pursuant to sections 67 of the *Act*, I grant the Tenants a monetary order in the amount of \$3,200.00 for the return of double the security deposit and pet damage deposit. This order must be served on the Landlord. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (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: March 2, 2021

Residential Tenancy Branch