



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR, FFT

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 filed by the Tenant for a monetary order for the return of a security deposit and pet damage deposit and to recover the filing fee.

The Tenant submitted signed Proof of Service Tenant Notice of Direct Request Proceeding which declares that the Tenant served the Landlord with the Notice of Dispute Resolution Proceeding and supporting documents by registered mail on May 10, 2021, which service was witnessed by A.M. The Tenant also provided copies of Canada Post receipts containing the tracking number in support of service in this manner. Pursuant to sections 89 and 90 of the *Act*, I find that the Landlord is deemed to have received these documents on May 15, 2021, five days after they were mailed.

Issue to be Decided

1. Is the Tenant entitled to monetary compensation for the return of a security deposit and/or pet damage deposit pursuant to sections 38 and 67 of the *Act*?
2. Is the Tenant entitled to recover the filing fee pursuant to section 72 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 Tenant submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on January 1, 2019, indicating a monthly rent of \$1,050.00, a security deposit of \$525.00 and a pet damage deposit of \$525.00, for a tenancy commencing on January 1, 2019;
- A copy of a letter from the Tenant to the Landlord dated March 24, 2021 including the Tenant's forwarding address;
- A copy of a Proof of Service Tenant Notice of Forwarding Address for Return of Security and/or Pet Damage Deposit confirming service of the Tenant's forwarding address in person on March 24, 2021;
- A copy of a letter from the Landlord to the Tenant dated March 28, 2021 confirming receipt of the Tenant's forwarding address;
- A copy of a Tenant's Direct Request Worksheet dated April 28, 2021 confirming the amount of the security deposit and the pet damage deposit paid and that the tenancy ended on April 3, 2021.

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 Tenant paid a security deposit in the amount of \$525.00 and a pet damage deposit in the amount of \$525.00, as indicated in the tenancy agreement and the Tenant's Direct Request Worksheet.

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

- The Tenant has 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 Tenant for this tenancy; and
- The Tenant has not extinguished their right to the deposits in accordance with sections 24(1) and 36(1) of the *Act*.

I accept the Tenant's statement on the Tenant's Direct Request Worksheet that the tenancy ended on April 3, 2021.

In accordance with sections 88 and 90 of the *Act*, I find that the Landlord received the Tenant's forwarding address in writing on March 24, 2021, as indicated on the Proof of Service Tenant Notice of Forwarding Address for Return of Security and/or Pet Damage Deposit.

I accept the evidence before me that the Landlord has failed to return the security deposit to the Tenant and has not filed an Application for Dispute Resolution requesting to retain the security deposit by April 18, 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 Tenant double the amount of the security deposit and pet damage deposit held in accordance section 38(6) of the *Act*, which totals \$2,100.00 $((\$525.00 + \$525.00) \times 2)$.

Having been successful, I also find the Tenant is entitled to recover the \$100.00 filing fee.

Conclusion

Pursuant to sections 38 and 67 of the *Act*, I grant the Tenant a monetary order in the amount of \$2,200.00 for the return of double the security deposit and pet damage deposit and in recovery of the filing fee. The order must be served on the Landlord. The 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: May 20, 2021

Residential Tenancy Branch