



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ZN PROPERTIES LTD. and
[tenant name suppressed to protect privacy]

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 Tenants for a monetary order for the return of a security deposit and a pet damage deposit, and to recover the filing fee.

The Tenants submitted a signed Proof of Service Tenant Notice of Direct Request Proceeding which declares that T.W. served the Landlord with the Notice of Dispute Resolution Proceeding and supporting documents by registered mail on January 8, 2022, which service was witnessed by K.D. The Tenants provided a copy of a date-stamped Canada Post Registered Domestic customer receipt confirming the date of service and the tracking number. Pursuant to sections 89 and 90 of the Act, I find that the Landlord is deemed to have received these documents on January 13, 2021, five days after they were mailed.

Issues to be Decided

1. Are the Tenants entitled to monetary compensation for the return of a security deposit and pet damage deposit pursuant to sections 38 and 67 of the Act?
2. Are the Tenants 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 Tenants submitted the following relevant evidentiary material:

- A copy of a signed residential tenancy agreement indicating a monthly rent of \$1,900.00, a security deposit of \$950.00 and a pet damage deposit of \$950.00, for a tenancy commencing on January 1, 2021;
- A copy of an email from the Tenants to J.B. dated November 30, 2021, requesting the return of the security deposit and pet damage deposit, and providing a forwarding address;
- A copy of an email from J.B. to the Tenants dated December 1, 2021, confirming receipt of the Tenants' email dated November 30, 2021, and stating: "I will send your information to the office to refund your deposit";
- A copy of a Proof of Service Tenant Notice of Forwarding Address for Return of Security and/or Pet Damage Deposit confirming service of a forwarding address on J.B. by email on November 30, 2021;
- A copy of a Tenant's Direct Request Worksheet dated December 22, 2021, confirming the amount of the security deposit paid (\$950.00), the amount of the pet damage deposit paid (\$950.00), and that the tenancy ended on October 31, 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 Tenants paid a security deposit in the amount of \$950.00 and a pet damage deposit of \$950.00 as indicated in the tenancy agreement and the Tenant's Direct Request Worksheet.

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 on October 31, 2021.

In accordance with sections 88 and 90 of the Act, I find that the Landlord received the Tenants' forwarding address in writing on December 1, 2021, as acknowledged in the email from J.B. to the Tenants on the same date.

I accept the evidence before me that the Landlord has failed to return the security deposit and the pet damage deposit to the Tenants and has not filed an Application for Dispute Resolution requesting to retain them by December 16, 2021, within fifteen days granted under section 38(1) of the Act.

Based on the foregoing, I find that the Tenants are entitled to recover double the amount of the security deposit and the pet damage deposit in accordance sections 38(6) of the Act, which totals \$3,800.00 $((\$950.00 + \$950.00) \times 2)$.

Having been successful I also find the Tenants are entitled to recover the \$100.00 filing fee paid to make the application.

Conclusion

Pursuant to sections 38, 67 and 72 of the Act, I grant the Tenants a monetary order in the amount of \$3,900.00 for the return of double the security deposit and in recovery of the filing fee (\$3,800.00 + \$100.00). 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: January 27, 2022

Residential Tenancy Branch