



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for a return of their security deposit and pet damage deposit and recovery of the cost of the filing fee.

The tenant, the landlord, and the landlord's agent attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. The landlord confirmed receipt of the tenant's application served by registered mail.

Thereafter all parties were affirmed and were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

### *Preliminary Issue –*

In her application, the tenant listed her minor children as tenants/applicants. I do not accept that the minor children are tenants under this tenancy and I therefore find it

appropriate to amend the application to exclude the children's names as applicants. Their names have been removed from the cover page of this Decision and any resulting order.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for the amount of their security deposit and pet damage deposit and to recovery of their filing fee?

Background and Evidence

There did not appear to be a written tenancy agreement for this tenancy, and the tenant provided a Shelter Information form in place of a written tenancy agreement.

The undisputed evidence is that this tenancy began on December 1, 2021. The tenant submitted she vacated the rental unit on February 15, 2022.

The monthly rent was \$2,400 and the tenant paid a security deposit of \$1,200 and a pet damage deposit of \$500 to the landlord. Filed in evidence was a handwritten acknowledgement of the monthly rent, security deposit and pet damage deposit amounts, signed by the landlord.

The undisputed evidence is that the landlord has not returned the security deposit or pet damage deposit to the tenant and there was not a move-in or move-out condition inspection report (Report).

**Tenant's submissions –**

The tenant submitted that she provided the landlord with their forwarding address in a text message, sent on March 3, 2022.

The tenant submitted that the landlord has not returned their security deposit or pet damage deposit and for this reason, the tenant requests that their security deposit and pet damage deposit be returned. The tenant's monetary claim is \$1,700.

Filed into evidence was a copy of the text message.

**Landlord's submissions –**

The landlord confirmed that the tenant moved out in mid-February 2022, that she received the tenant's text message containing the tenant's forwarding address and that the parties communicated by text message.

There was no dispute the security deposit and pet damage deposit have not been returned.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Section 38(1) of the Act provides 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 any security deposit and pet damage deposit to the tenant or make an application for dispute resolution claiming against the security deposit and pet damage deposit.

If a landlord fails to comply, then the landlord must pay the tenant double the security deposit and pet damage deposit, pursuant to section 38(6) of the Act.

In this case, I find the tenant provided sufficient evidence that the tenancy ended on or about February 15, 2022, the landlord received the tenant's forwarding address by text message on March 3, 2022, and that the landlord has not returned any portion of the tenant's security deposit or pet damage deposit. As the landlord confirmed receipt of the text message with the forwarding address and that the parties communicated by text message, I find the landlord was sufficiently served the tenant's forwarding address on March 3, 2022, by text message.

I therefore find the landlord was obligated to return the tenant's security deposit and pet damage deposit, in full, or make an application claiming against the tenant's deposits no later than March 18, 2022, 15 days after the date the forwarding address was received.

In contravention of the Act, the landlord kept the security deposit and pet damage deposit, without filing an application claiming against the deposits.

I therefore **order** the landlord to return the tenant's security deposit of \$1,200 and pet damage deposit of \$500, and that these amounts must be doubled.

I grant the tenant recovery of their filing fee of \$100, due to their successful application.

I therefore find the tenant has established a monetary claim of \$3,500, comprised of their security deposit of \$1,200, doubled to \$2,400, the pet damage deposit of \$500, doubled to \$1,000 and the filing fee paid for this application of \$100.

I grant the tenant a monetary order in the amount of \$3,500.

Should the landlord fail to pay the tenant this amount without delay, the order may be served upon the landlord and filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is **cautioned** that costs of such enforcement are recoverable from the landlord.

### Conclusion

The tenant's application is granted and they are awarded a monetary award in the amount of \$3,5000 as noted above.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: December 12, 2022

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Residential Tenancy Branch