



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDS-DR

Introduction

This hearing was scheduled to convene at 1:30 p.m. on December 12, 2023 by way of conference call concerning an application made by the tenant seeking a monetary order for double the amount of the security deposit and/or pet damage deposit. The tenant's application was made by way of the Direct Request process, which was referred to this participatory hearing.

The tenant attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call.

The tenant testified that the landlord was served with the Notice of Dispute Resolution Proceeding, and all other required documents and evidence by registered mail on June 1, 2023 and has provided a Canada Post cash register receipt containing that date and a tracking number. The tenant testified that the landlord's address for service was obtained from another tenant, whose tenancy agreement with the same landlord contained that address for service. I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*. All evidence of the tenant has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on September 1, 2021 and ended on March 1, 2023. Rent in the amount of \$1,800.00 was payable on the 1st day

of each month, and the parties agreed to an increase to \$1,900.00 for utilities during the tenancy. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$900.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a ground level suite with another suite above, also tenanted by the same landlord.

A copy of the tenancy agreement has been provided for this hearing which does not indicate an address for service of the landlord. The tenant testified that rent was paid in cash at the beginning of the tenancy, and the landlord gave the tenant his son's email address for rent to be paid electronically, and there are no rental arrears. The tenant received an address of the landlord from the upper level of the rental house as written on that tenant's tenancy agreement.

No move-in or move-out condition inspection reports were completed.

The landlord sold the house and the tenant was served with a Two Month Notice to End Tenancy For Landlord's Use of Property, and the tenancy ended in accordance with that Notice.

On May 5, 2023 the tenant gave a letter to the landlord by placing it in the landlord's mailbox. A copy of the letter has been provided for this hearing, and it is dated May 5, 2023 and contains a forwarding address of the tenant requesting return of the security deposit in the amount of \$900.00.

The landlord called the tenant saying he was back from out of the country and wanted until the following Friday to pay the tenant. The tenant agreed, and was supposed to hear back from the landlord to discuss when the parties could meet. The parties had a back-and-forth prior and including the Friday that the landlord had promised to return the security deposit, but the landlord kept saying that he would call the tenant back.

The landlord has not returned any portion of the security deposit and has not served the tenant with an Application for Dispute Resolution claiming against the security deposit. The tenant claims double the amount, and recovery of the \$100.00 filing fee.

Analysis

The *Residential Tenancy Act* states that a landlord must return a security deposit to a tenant in full within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or must make an

application claiming against the security deposit within that 15 day period. If the landlord fails to do either, the landlord must repay the tenant double the amount.

In this case, I am satisfied that the tenancy ended on March 1, 2023 and the tenant provided the landlord with a forwarding address in writing on May 5, 2023 by placing a letter in the landlord's mailbox, which is deemed to have been received by the landlord 3 days later, or May 8, 2023. The landlord has not returned any portion, and I accept the undisputed testimony of the tenant that the landlord has not served the tenant with an Application for Dispute Resolution claiming the security deposit, and I have no such application before me. Therefore, I find that the landlord must repay the tenant double the amount, or \$1,800.00 and interest in the amount of \$16.70.

Since the tenant has been successful with the application the tenant is also entitled to recover the \$100.00 filing fee from the landlord.

I grant a monetary order in favour of the tenant as against the landlord in the amount of \$1,916.70. The landlord must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,916.70.

This order is final and binding and may be enforced.

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 12, 2023

Residential Tenancy Branch