



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

Dispute Codes      MNSD, MNRL-S, MNDL-S, MNDCL-S, LRSD, FFL

### Introduction

This hearing dealt with the Tenant and Landlords' Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act):

The Tenant applied for:

- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act

The Landlord applied for:

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Tenant A.S. attended the hearing for the Tenant.

No one attended the hearing for the Landlord.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find that the Landlord was served on June 27, 2025, by Registered Mail in accordance with section 89 of the Act. The Tenant provided a copy of the Canada Post receipt as proof of service.

Based on the affirmed, undisputed testimony of the Tenant testified I find that the Tenant was not served Notice of Dispute Resolution Proceeding by the Landlord.

### **Service of Evidence**

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the affirmed, undisputed testimony of the Tenant testified I find that the Tenant was not served evidence by the Landlord.

### **Preliminary Issue**

As the Landlord did not attend the hearing to provide affirmed testimony and present evidence to support their claim, I hereby dismiss the Landlord's claim in its entirety without leave to reapply.

### **Issues to be Decided**

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act?

### **Background and Evidence**

I have reviewed all evidence, including the testimony of the Tenant, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy began on November 15, 2023, with a monthly rent of \$1,700.00, due on the fifteenth day of the month, with a security deposit in the amount of \$850.00 and a pet damage deposit in the amount of \$850.00. The tenancy ended on May 15, 2025. A copy of a November 14, 2023, e-transfer for the deposits was submitted as evidence.

The Tenant testified that she provided the Landlord with her forwarding address on May 16, 2025, by registered mail. The tracking number and a copy of a signed Tenant's

Notice of Forwarding Address for the Return of Security and/or Pet Damage Deposit was submitted as evidence.

## Analysis

### Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act?

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, a landlord must repay a security deposit to the tenant or make an application for dispute resolution to claim against it. As the forwarding address was provided on May 16, 2025, and the Landlord applied for dispute resolution on July 14, 2025, I find that the Landlord did not make their application within 15 days of the tenancy ending or the forwarding address being provided.

As the Landlord is in breach of section 38 of the Act, I find that the Landlord is required under section 38(6)(a) of the Act to pay the Tenant double the return of her security and pet damage deposits in the amount of \$3,461.58, including interest on the original deposits.

## Conclusion

I grant the Tenant a Monetary Order in the amount of **\$3,461.58** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for the return of double their security and pet damage deposits under sections 38 of the Act	\$3,461.58
<b>Total Amount</b>	<b>\$3,461.58</b>

The Tenant is provided with this Order in the above terms, and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

The Tenant's application for a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act is granted.

The Landlords' application is dismissed in its entirety.

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: September 03, 2025

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Residential Tenancy Branch