



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for a monetary order for return of all or part of the pet damage deposit or security deposit and to recover the filing fee from the landlord for the cost of the application. The details portion of the tenant's application also specifies the claim of double the amount of the security deposit.

The tenant attended the conference call hearing, gave affirmed testimony and provided evidentiary material prior to the commencement of the hearing. However, despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on February 22, 2013, the landlord did not attend. The tenant testified that the documents were sent on that date and in that manner and orally provided a tracking number assigned by Canada Post to the registered mail package, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*. The line remained open while the phone system was monitored for 10 minutes and the only participant who joined the call was the tenant.

All evidence and testimony provided 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 pet damage deposit or security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on March 1, 2012 and ended on October 31, 2012. Rent in the amount of \$1,300.00 per month was payable in advance on the 1st day of each month and there are no rental arrears. On February 18,

2012 the landlord collected a security deposit from the tenant in the amount of \$650.00 and no pet damage deposit was collected. No move-in or move-out condition inspection reports were completed. The tenant also provided a copy of a PayPal in the amount of \$1,950.00 which the tenant testified was money sent electronically to the landlord for one month of rent and the security deposit.

On November 2, 2012 the tenant sent a letter which contained the tenant's forwarding address by registered mail to the landlord requesting the return of the security deposit. A copy of the letter was provided for this hearing. On December 1, 2012 the tenant again sent the landlord a letter requesting the return. The landlord refused the later package and the tenant provided a copy of the envelope which contains a stamp by Canada Post stating "Refused by addressee."

On March 23, 2013 the tenant received a text message from the landlord wanting to meet with the tenant to discuss the security deposit. The tenant replied that the tenant preferred to only communicate by email or text. The landlord replied that the security deposit would be returned by cheque, but the tenant has not received any money from the landlord.

The landlord has not returned any portion of the security deposit and the tenant applies for a monetary order for double, or \$1,300.00 and recovery of the \$50.00 filing fee for the cost of the application.

Analysis

The *Residential Tenancy Act* requires a landlord to repay a security deposit or apply for dispute resolution to keep it 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. If the landlord fails to do so, the landlord must be ordered to repay the tenant double the amount of the deposit.

In this case, I am satisfied that the tenancy ended on October 31, 2012 and the tenant provided a forwarding address in writing on November 2, 2012 and again on December 1, 2012. Both letters contained the tenant's forwarding address. The latest letter was refused by the landlord, but the other was not. I find that the landlord received the tenant's forwarding address 5 days after it was sent, or on November 7, 2012. The landlord has not returned the security deposit, more than 15 days have elapsed since the landlord received the tenant's forwarding address in writing, and I find that the tenant has established a monetary claim as against the landlord for double the amount, or \$1,300.00. Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,350.00.

This order is final and binding on the parties 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: May 24, 2013

Residential Tenancy Branch

