



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenants for the return of their security and pet deposits and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on or about August 28, 2014. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenants' hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord's absences.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of the security and pet deposits?

Background and Evidence

This tenancy started on April 1, 2014 as a month to month tenancy. The Tenant said they gave written notice on June 20, 2014 to end the tenancy July 31, 2014. Rent was \$1,650.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$750.00 and a pet deposit of \$400.00 on March 31, 2014. The Tenant said they included the paid security and pet deposit receipts in their evidence package.

The Tenant said that they moved out of the rental unit on July 31, 2014 because of mold issues in the rental unit. The Tenant said a move in condition inspection was completed on April 1, 2014, but no move out condition inspection report was completed at the end of the tenancy. Further the Tenant said they gave the Landlord their forwarding address in writing in the letter of June 20, 2014. The Tenant continued to say that they cleaned the unit before leaving and they asked the Landlord for their security deposit back.

The Tenant said the Landlord said she was keeping the deposits because of damage to the rental unit. The Tenant said there was no damage to the unit caused by them.

The Tenant requested assistance in recovering their security and pet deposits from the Landlord.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) **must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.**

I accept the Tenant's testimony that they gave the Landlord a forwarding address in writing by mail on June 20, 2014. The Landlord did not repay the security and pet deposits to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenants' forwarding address in writing, nor did the Landlord apply for dispute resolution by August 15, 2014. Consequently I find for the Tenants and grant an order for double the security and pet deposits of \$1,150.00 in the amount of \$1,150.00 X 2 = \$2,300.00.

As the Tenant was successful in this matter I also order the Tenants to recover the filing fee of \$50.00 from the Landlord; pursuant to section 38, 67 and 72 a monetary order for \$2,350.00 has been issued to the Tenants. This Monetary order represents double the security deposit in the amount of \$2,300.00 and the \$50.00 filing fee.

Conclusion

I find in favour of the Tenants' monetary claim. Pursuant to sections 38, 67 and 72 of the Act, I grant a Monetary Order for \$2,350.00 to the Tenants. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims court) as an order of that court.

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: March 23, 2015

Residential Tenancy Branch

