



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNSD FF

Introduction

This hearing dealt with an application by the tenant for an order that the landlord return his security deposit. The tenant also applied for recovery of the \$50.00 filing fee. Both the agent of the landlord and the tenant appeared and gave testimony in the teleconference hearing.

Issue(s) to be Decided

- Should the landlord be ordered to make further payment based on the tenant's amended application?
- Is the tenant entitled to recovery of the filing fee?

Background and Evidence

On September 13, 2003, the tenant paid to the landlord a security deposit of \$361.00. After the tenancy ended, the landlord applied for an order to retain the security deposit. In a decision dated October 12, 2008, the dispute resolution officer dismissed the landlord's claim against the security deposit and indicated that the landlord should return the security deposit to the tenant forthwith. The landlord did not return the security deposit, and on October 23, 2008 the tenant filed an application for dispute resolution, seeking an order that the landlord return the security deposit.

On the original application, the tenant indicated that he sought the amount of \$361.00, reflecting the original amount of the deposit. On October 24, 2008, the tenant amended the amount on the application to \$550.00. The tenant served the amended application

and notice of hearing on the landlord on October 25, 2008. A few days later, the tenant received in the mail a cheque dated October 25, 2008 for \$336.75. The receipt indicated that the landlord had calculated applicable interest of \$11.85 and deducted \$36.10 for drapes cleaning. The tenant does not dispute the deduction for drape cleaning, but he seeks compensation for his time and effort in making this application, in the amount outstanding on his amended application, a total of \$213.25.

The submission of the landlord is that they have paid the tenant all that was due to him, and they should not be required to pay any more.

Analysis

The tenant only amended on his application the dollar figure that he sought, but he did not apply for other monetary compensation. Regardless of the flawed amended application, the tenant is not entitled to compensation for time and effort in pursuing return of the security deposit. I find the tenant is entitled to recovery of the \$50.00 filing fee, as it is likely the landlord would not have paid the security deposit if the tenant had not filed the application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: November 27, 2008.