



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested compensation for damage or loss, a monetary Order for return of the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process.

Preliminary Matters

The tenant did not make any evidence submissions prior to the hearing.

The landlord submitted evidence which was set aside as it was not served to the tenant.

The tenant indicated she was seeking compensation for damage or loss in relation to dishwasher costs; however, the details of the dispute section of the application provide no calculation of the amount claimed, or any information related to a dishwasher; therefore, that portion of the application was declined with leave to reapply.

Issue(s) to be Decided

Is the tenant entitled to return of double the deposit paid?

Is the tenant entitled to filing fee costs?

Background and Evidence

The tenant commenced at the end of January 2010, a deposit in the sum of \$600.00 was paid. The tenancy ended in June 2011. The parties agreed that some sort of inspection was completed at the start of the tenancy; an inspection was not completed when the tenant vacated the unit.

Initially the landlord testified that she did not receive the forwarding address from the tenant; then the landlord stated that she did in fact receive a letter in her mailbox; which the tenant stated was delivered on July 6, 2011. The letter provided the landlord with the tenants address and a request for return of the deposit paid.

The landlord then sent the tenant an email informing the tenant that she was retaining the deposit as the tenant had caused damage in excess of the value of the deposit.

The landlord confirmed receipt of the tenant's application, sent by registered mail on October 25, 2011, which included a service address. The landlord did not return the deposit or submit an application claiming against the deposit within 15 days of receipt of that mail.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The amount of deposit owed to a tenant is also contingent on any dispute related to damages and the completion of move-in and move-out condition inspections. In this case there is no dispute related to damages before me.

Despite having received the tenant's forwarding address in July, 2011, and again after receipt of the Notice of this hearing and application, which included the tenant's address; the landlord failed to submit a claim against the deposit or return the deposit. Therefore, I find, pursuant to section 38(6) of the Act, that the tenant is entitled to return of double the \$600.00 deposit paid to the landlord.

I find that the tenant's application has merit, and I find that the tenant is entitled to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Conclusion

I find that the tenant has established a monetary claim, in the amount of \$1,250.00, which is comprised of double the \$600.00 deposit and \$50.00 in compensation for the filing fee paid by the tenant for this Application for Dispute Resolution.

Based on these determinations I grant the tenant a monetary Order for \$1,250.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced 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: January 12, 2012.

Residential Tenancy Branch