



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF, O

### Introduction

This matter dealt with an application by the Tenant for the return of a security deposit, compensation for loss or damage under the Act, regulations or tenancy agreement, to recover the filing fee for this proceeding and for other considerations.

A hearing was held on December 7, 2011 at which the Tenant was the only participant and a decision and order for double the security deposit in the amount of \$900.00 plus the \$50.00 filing fee was granted to the Tenant. As well in that decision the Tenant's application for monetary compensation for using money orders to pay the rent in the amount of \$120.00 and for loss of clothing in the amount of \$200.00 were dismissed.

The Landlord filed a review application on the basis of both Landlords were not serviced correctly, the Landlords have new and relevant evidence and the Tenant obtained the decision by fraud. The Landlords were granted a review hearing on January 4, 2012, to take place at 11:00 a.m. on January 23, 2012.

The Landlords served the Tenant the Notice of Hearing for the Review Hearing by mail from the Residential Tenancy Branch and the hearing was held with both the Landlords and the Tenant in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to the return of double the security deposit?

### Background and Evidence

This tenancy started on June 1, 2010 as a month to month tenancy. The tenancy ended August 14, 2011. Rent was \$925.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$450.00 in May, 2011.

The Tenant said that she moved out of the rental unit on August 14, 2011 and gave the Landlord a forwarding address in writing on August 15, 2011. The Tenant said no move in condition inspection report or move out condition inspection report were completed. The Tenant continued to say that she cleaned the unit before leaving and she asked the Landlord for her security deposit back.

The Tenant continued to say she is also requesting \$120.00 compensation for the cost of money order she had to purchase to pay the rent because the Landlord would not issue receipts for rent payments. The Tenant said she knew the copy of the money order would act as a receipt for the rent payments she made. In addition the Tenant also requested \$200.00 compensation for damage to cloth as a result of mold in the rental unit.

The Tenant said she has asked the Landlord for her security deposit back, but the Landlord has not returned it to date.

### 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 she gave the Landlord a forwarding address in writing on August 15, 2011. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by

August 30, 2011. Consequently I find for the Tenant and grant an order for double the security deposit of \$450.00 in the amount of  $\$450.00 \times 2 = \$900.00$ .

With respect to the Tenant claim for \$120.00 for the cost of money orders, I find the Tenant chose to use money orders as her method of payment of the rent therefore it does not represent a loss or damage and as a result it is not an eligible claim. I dismiss the claim of \$120.00 for the cost of money orders without leave to reapply.

In regard to the Tenant's claim for \$200.00 for the loss of clothing due to mold in the rental unit, the Tenant has not provided any evidence to show a loss actually existed and the Tenant has not proven the amount of the loss claimed; therefore I dismiss the Tenant's claim for \$200.00 for loss of clothing without leave to reapply.

As the Tenant was partially successful in this matter I order the Tenant to recover the \$50.00 filing fee for this proceeding from the Landlord. Pursuant to section 67 a monetary order for \$950.00 has been issued to the Tenant. This Monetary order represents double the security deposit and the filing fee in the total amount of \$950.00.

### Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 and 67 of the Act, I grant a Monetary Order for \$950.00 to the Tenant. The order must be served on the Respondents 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*.

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Residential Tenancy Branch