



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 in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

At the onset of the Hearing, the Tenant advised that since making the application, her last name was changed. The Tenant requested that her last name, as contained in the application, be changed to her current name. Accepting this change of name, the application is amended to provide the Tenant’s current last name.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Background and Evidence

The tenancy began on May 28, 2011 and ended on August 15, 2011. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$300.00 and a pet deposit in the amount of \$100.00. The Tenant provided her

forwarding address to the Landlord on August 15, 2011. The Landlord filed an application for dispute resolution claiming against the security deposit and in a Decision dated October 21, 2011 the Landlord's application was dismissed. The Tenant claims the amount of \$400.00.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Although the Landlord made an application claiming against the security deposit, this application was dismissed. Accordingly, I find that the Tenant is entitled to return of the security deposit in the amount of \$400.00. The Tenant is also entitled to recovery of the \$50.00 filing fee for a total monetary amount of \$450.00.

Conclusion

I grant the Tenant an order under Section 67 of the Act for amount of **\$450.00**. If necessary, this order may be filed in the 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 10, 2012.

Residential Tenancy Branch