



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 scheduled in response to an application by the tenant for a monetary order as compensation for the double return of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

A previous decision dated January 16, 2012 was issued in a dispute between these parties (file # 786119). In part, the dispute resolution officer found that the tenancy ended on December 14, 2011, and that the tenant provided the landlord with her forwarding address in writing on that same date. Further, the dispute resolution officer ordered the landlord "to comply with the Residential Tenancy Act in regards to the return of the Tenant's security deposit of \$650.00." Subsequently, the landlord issued a cheque dated January 20, 2012 which was made payable to the tenant for \$650.00.

Despite the above, the tenant's understanding was that she had established entitlement to the double return of the security deposit. Accordingly, the tenant filed her application for dispute resolution on January 18, 2012. For her part, the landlord testified that she filed her application for dispute resolution within the 15 day period after receiving the tenant's forwarding address on December 14, 2011. In the result, the landlord takes the position that the tenant's entitlement is limited to the return of the original security deposit in the amount of \$650.00, and not the double return.

Analysis

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of the later of the date the tenancy

ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

File # 786119 at the Residential Tenancy Branch documents that the landlord's application was filed on December 29, 2011. I find that the landlord's application was therefore filed within 15 days following December 14, 2011, which is when the tenant provided the landlord with her forwarding address in writing. In the result, I find that the tenant has not established entitlement to the double return of her security deposit, and the landlord's return of the original security deposit of \$650.00 is in compliance with the Act. This aspect of the tenant's application is, therefore, hereby dismissed.

Section 72 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the tenant's claim for costs related to mailing is hereby dismissed.

As the tenant has not succeeded with this application, her application to recover the filing fee is also hereby dismissed.

Conclusion

Following from the above, the tenant's application is hereby dismissed in its entirety.

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, 2012.

Residential Tenancy Branch