



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF, O

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenant submitted a copy of a tenancy agreement for a 1 year fixed term tenancy beginning on September 1, 2009 that converted to a month to month tenancy on September 1, 2010 for a monthly rent of \$650.00 due on the 1<sup>st</sup> of each month with a security deposit of \$325.00 paid at the start of the tenancy.

Both parties agreed that the tenant paid an additional \$325.00 for a pet damage deposit later in the tenancy; that the tenancy ended on February 29, 2012; that the tenant provided the landlord with her forwarding address at the move out condition inspection; and that the landlord has not yet returned either of the deposits.

### Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the testimony provided by both parties, I find the landlord had the tenant's forwarding address on February 29, 2012 and was therefore required to either return the deposits or file an Application for Dispute Resolution seeking to claim against the

deposit no later than March 15, 2012. As the landlord did neither, I find the landlord has failed to comply with Section 38(1) and the tenant is entitled to double the amount of the security deposit in accordance with Section 38(6).

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$1,350.00** comprised of \$1,300.00 double the amount of the security and pet damage deposits and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: June 19, 2012.

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Residential Tenancy Branch