



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, MNSD, FF

### Introduction

This matter concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / compensation reflecting the double return of the security deposit / and recovery of the filing fee. The tenant participated in the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the landlord did not appear. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the package was "successfully delivered."

Subsequently, a package of documentary evidence was sent to the landlord by way of registered mail. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that this package was also "successfully delivered."

### Issue(s) to be Decided

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

### Background and Evidence

Pursuant to a written tenancy agreement, what eventually became a month-to-month tenancy began on October 1, 2010. Monthly rent of \$1,250.00 was due and payable in advance on the first day of each month, and a security deposit of \$625.00 was collected. There is no move-in condition inspection report in evidence.

By e-mail dated April 24, 2012, the tenant gave notice to end the tenancy effective May 31, 2012. Thereafter, by e-mail dated May 28, 2012 the tenant provided the landlord with his forwarding address, and on May 31, 2012 the tenant vacated the unit. There is no move-out condition inspection report in evidence.

The tenant claims that the security deposit has thus far not been returned, despite his provision of a forwarding address, as above, on May 28, 2012.

Further, the tenant objects to the requirement that he pay a \$50.00 fee at the end of tenancy in relation to the installation of elevator pads. The tenant claims that at no time did he agree to being responsible for this fee and, despite his requests for reimbursement, no such reimbursement has occurred.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

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 when 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.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord neither repaid the security deposit nor filed an application for dispute resolution within 15 days after the end of tenancy which was May 31, 2012. Accordingly, I find that the tenant has established entitlement to compensation in the amount of double the original security deposit totalling \$1,250.00 (2 x \$625.00).

In the absence of any evidence to the contrary, I find that the tenant has also established entitlement to recovery of the \$50.00 assessed for installation of elevator pads at the time of move-out. There is no evidence that it was the tenant's responsibility to pay this fee pursuant to the tenancy agreement or any other document.

As the tenant has succeeded with this application, I find that he has also established entitlement to recovery of the \$50.00 filing fee.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the total amount of \$1,350.00 (\$1,250.00 + \$50.00 + \$50.00).

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: August 27, 2012.

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Residential Tenancy Branch