



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy started January 01, 2012 and ended on May 31, 2012. The rent was \$1,875.00 due in advance on the first day of each month. Prior to moving in, the tenant paid a security deposit of \$975.00.

On June 05, 2012, the landlord made application for the cost of fixing a stove and cleaning the carpets. The landlord stated that she filled out that application form based on the information she received from an information officer at the Residential Tenancy Branch Office, in a meeting on June 05, 2012. In her written application dated June 05, 2012, the landlord had omitted to tick off the box that applied to the return of the security deposit. This matter was heard on July 31, 2012.

During that hearing, the Arbitrator determined that the landlord had extinguished her right to make a claim against the security deposit and awarded the return of the full deposit to the tenant. Also during that hearing, the Arbitrator awarded the landlord a portion of her claim for damages.

Using the offsetting provisions of section 72 of the *Act* the Arbitrator granted the tenant a monetary order in the amount of \$435.58 which consisted of the return of the security deposit minus the established claim of the landlord.

The tenant agreed that this amount was returned to her, but has applied for the return of double the security deposit, based on the fact that in her original application, the landlord had not ticked off the box for the return of the security deposit and therefore had not made application for its return. The tenant argued that the landlord should have returned the deposit and then made the claim for damages, thereby allowing the tenant to be in a financial position to put a deposit down on their next rental unit.

Analysis

Based on the sworn testimony of both parties, I find that it was an oversight on the part of the landlord, when she failed to tick off the box for the return of the security deposit. Despite this, the matter was addressed during the hearing on July 31, 2012 and the tenant was awarded the return of the deposit.

Since the return of the deposit has already been dealt with, the matter is closed and cannot be revisited. Accordingly, I dismiss the tenant's application without leave to reapply. Since the tenant has not proven her case, she must bear the cost of filing this application.

Conclusion

The tenant's application is 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: October 19, 2012.

Residential Tenancy Branch