



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, OLC, RPP

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 double the security deposit - Section 38;
2. A Monetary Order for compensation – Section 67;
3. An Order that the Landlord comply with the Act – Section 65; and
4. An Order for the return of the tenant’s personal property – Section 65.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

At the onset of the Hearing, the Tenant clarified that the claim in relation to Landlord compliance is made in relation to the return of the Tenant’s belongings. The Tenant states that if her belongings are returned to her, the Tenant will not seek compensation for trauma that the Tenant states she endured during the last three months of the tenancy. The Landlord states that the Tenant’s belongings are available to the Tenant whenever she wishes to obtain them. During the Hearing, the Parties reached an agreement that the Landlord will package the Tenant’s belongings, store them in the garage and that the Landlord will make them available to the Tenant no later than Saturday, December 1, 2012 or earlier if agreed to by the Parties. Given this agreement, I dismiss the Tenant’s claim for compensation in relation to the return of her belongings with leave to reapply should the Tenant not be able to obtain her belongings as agreed.

The Tenant clarified that she is also seeking compensation in relation to work done by the Tenant during the tenancy. The Tenant states that she is seeking return of double the security deposit.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: The tenancy began on June 30, 2010 and the Tenant moved out of the unit on September 6 or 7, 2012 following the service on the Tenant of a notice to end tenancy with a stated effective date of September 25, 2012. At the outset of the tenancy the Landlord collected a security deposit of \$100.00. Neither a move-in or move-out inspection was conducted. The Landlord received the Tenant's forwarding address in the application for dispute resolution on September 9 or 10, 2012. The Landlord did not file an application for dispute resolution to claim for damages.

The Landlord states that the Tenant did not pay September 2012 rent.

The Tenant states that she is seeing compensation for having to clean the house during the tenancy. The Tenant states that the Parties made an agreement that the Tenant would be paid \$20.00 per month for this cleaning and the Tenant states that the landlord did pay the Tenant every month as agreed and sometimes would pay the Tenant \$50.00 per month.

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. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the

security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenant double the security deposit in the amount of **\$200.00**.

The Landlord is at liberty to make an application for dispute resolution in relation to its claim for unpaid rent.

Based on the Tenant's evidence that the Tenant was paid the agreed amount for cleaning the house, I find that there is no basis for the Tenant to now claim an additional amount and I therefore dismiss this claim.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$200.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

The Parties have agreed on the return of the Tenant's belongings as set out above.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 20, 2012.

Residential Tenancy Branch