



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit and to recover the fee for filing this application.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The Agent for the Landlord requested that the Application for Dispute Resolution be amended to remove her name as a Respondent and to replace it with the name of the Landlord. The Tenant agreed to the request and the Application for Dispute Resolution was amended accordingly.

Issue(s) to be Decided

Is the Tenant is entitled to the return of her security deposit and to recover the cost of filing this Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on August 01, 2011; that it ended on September 30, 2012; that the Tenant paid a security deposit of \$317.50; that the Tenant did not authorize the Landlord to retain the security deposit; that the Landlord did not return any portion of the security deposit; that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit; and that the Tenant mailed her forwarding address to the Landlord on November 09, 2012.

Analysis

Section 38(1) of the *Act* stipulates 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 either repay the security deposit and/or pet damage deposit plus interest or make an application for dispute resolution claiming against the deposits.

On the basis of the undisputed evidence, I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not repaid the security deposit or filed an Application for Dispute Resolution within 15 days of the tenancy ending and the Landlord receiving a forwarding address for the Tenant.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit that was paid.

I note that no interest is due on a security deposit paid in 2011. I also note that a party is not entitled to recover costs of serving documents on the other party.

Conclusion

I find that the Tenant has established a monetary claim of \$685.00, which is comprised of double the security deposit and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and 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: January 21, 2013

Residential Tenancy Branch

