



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gateway Property Management and Starlight Investments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a monetary Order for return of double the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Issue(s) to be Decided

Is the tenant entitled to return of double the security deposit paid?

Is the tenant entitled to filing fee costs?

Background and Evidence

The tenancy commenced on January 1, 2008, a security deposit in the sum of \$468.00 was paid. The tenancy ended on April 30, 2013.

A move-out condition inspection report supplied as evidence indicated that the inspection occurred on April 30, 2013 and that the tenant signed the report disagreeing with a claim the landlord wished to make against the deposit. The report included the tenant's written forwarding address.

The landlord did submit a claim against the tenant but did not claim against the deposit. The landlord's claim was dismissed.

The landlord confirmed that the security deposit has not been returned and that a claim was not made against the deposit within fifteen days of April 30, 2013.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

Therefore, based on the evidence before me, I find that the tenant is entitled to return of double the \$468.00 security deposit paid to the landlord; plus \$7.02 interest. The landlord confirmed that a claim was not submitted against the deposit.

I find that the tenant's application has merit, and that the tenant is entitled to recover the \$50.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

I find that the tenant has established a monetary claim, in the amount of \$993.02, which is comprised of double the \$468.00 security deposit, \$7.02 interest and \$50.00 in compensation for the filing fee paid by the tenant for this Application for Dispute Resolution.

Based on these determinations I grant the tenant a monetary Order in the sum of \$993.02. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant is entitled to return of double the security deposit, interest and the filing fee cost.

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 25, 2013

Residential Tenancy Branch

