



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **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 filing fee from the Landlord for the cost of 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.

### Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to the return of double the security deposit paid in relation to this tenancy and to recover the cost of filing this Application for Dispute Resolution.

### Background and Evidence

The Landlord and the Tenant agree that the tenancy began on July 01, 2012; that the Tenant gave notice to end the tenancy for March 31, 2013; that the Tenant had vacated the rental unit by March 31, 2013; that the Tenant paid a security deposit of \$425.00; that a condition inspection report was completed at the start and the end of the tenancy; 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; and that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

The Tenant stated that she provided the site manager with her forwarding address on March 28, 2013 and she watched the site manager record it in her file. The Agent for the Landlord stated that she has spoken with the site manager, who informed her that she did not record a forwarding address for the Tenant.

The Tenant stated that she provided the Landlord with her forwarding address, in writing, on April 18, 2013 when she delivered this Application for Dispute Resolution to

the Landlord's business office. The Agent for the Landlord stated that the Landlord did receive the Tenant's forwarding address on April 18, 2013 and that the Landlord simply forgot to file an Application for Dispute Resolution claiming against the deposit.

### 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 or make an application for dispute resolution claiming against the deposits. I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not yet repaid the security deposit or filed an Application for Dispute Resolution and more than fifteen days has passed since the tenancy ended on March 31, 2013 and the Landlord received the Application for Dispute Resolution on April 18, 2013, in which the Tenant provided her forwarding address.

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 find that the Tenant's Application for Dispute Resolution has merit and that she is entitled to recover the fee for filing this Application.

### Conclusion

The Tenant has established a monetary claim of \$900.00, 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: July 10, 2013

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Residential Tenancy Branch