



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant; the landlord and his agent.

The landlord's agent testified that she was in fact the landlord and that the name respondent was her friend who helped her rent the rental unit to the tenant. However, the tenant testified that he did not know the agent and that all of his dealings with were with the named respondent. As such, I find the named respondent is the landlord and I have not amended the tenant's Application.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for return of double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agreed the tenancy began as a month to month tenancy on May 15, 2012 for the monthly rent of \$1,200.00 due on the 1<sup>st</sup> of each month with a security deposit of \$600.00 and a pet damage deposit of \$400.00 paid. The tenancy ended on May 15, 2013.

The tenant submitted into evidence a copy of a letter from the tenant to the landlord dated June 18, 2013 seeking return of the security deposit within 15 days to the forwarding address noted on the letter.

The landlord's agent testified the tenant failed to clean the rental unit satisfactorily and so the landlord did not return the deposit. The landlord's agent also testified that the

landlord did not submit an Application for Dispute Resolution seeking to claim the deposits.

### Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the testimony of both parties I find the landlord received the tenant's forward address on or before June 23, 2013, allowing 5 days for mail delivery. As such, the landlord had until July 9, 2013 to return the deposit or file an Application for Dispute Resolution to comply with Section 38(1).

Based on the landlord's agent's testimony I find that the landlord failed to comply with Section 38(1). I, therefore, find the tenant is entitled to double the deposit pursuant to Section 38(6).

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$2,050.00** comprised of \$1,200.00 for double the security deposit; \$800.00 for double the pet damage deposit and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: September 09, 2013

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Residential Tenancy Branch

