



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal LePage City Centre Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This is an application filed by the Tenant for a monetary order for the return of double the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package, I am satisfied that both parties have been properly served.

At the beginning of the hearing, the Tenant stated that approximately a week prior to the hearing, she received a cheque for \$950.00 from the Landlord for the return of her original security deposit and to cover her filing fee. The Landlord confirmed this in his direct testimony stating that it was his hope to resolve this matter after a misunderstanding with the owner.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

### Background and Evidence

This Tenancy began on May 15, 2012 on a fixed term tenancy ending on May 30, 2013. Both parties confirmed that the tenancy ended on May 31, 2013. The monthly rent was \$1,800.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$900.00 was paid on May 10, 2012.

The Tenant stated that she provided her forwarding address in writing on May 31, 2013 after completing a condition inspection report for the move-out with the Landlord. The Landlord confirmed in his direct testimony that the \$900.00 security deposit was not returned until October of 2013 just prior to the scheduled dispute resolution hearing and did not file an application within the allowed time frame.

### Analysis

I accept the undisputed testimony of both parties and find that the Landlord has failed to comply with the Act.

38 (1) Except as provided in subsection (3) or (4) (a), **within 15 days after the later of**

(a) **the date the tenancy ends, and**

(b) **the date the landlord receives the tenant's forwarding address in writing,**

**the landlord must do one of the following:**

(c) **repay**, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) **make an application for dispute resolution** claiming against the security deposit or pet damage deposit.

**(6) If a landlord does not comply with subsection (1), the landlord**

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) **must pay the tenant double** the amount of the security deposit, pet damage deposit, or both, as applicable.

The Tenant has established a claim for the return of double the security deposit. However, as both parties have confirmed that the Landlord has returned a payment of \$950.00 to the Tenant, I grant a further monetary order for the amount of \$900.00 to the Tenant. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Tenant is granted a monetary order for \$900.00.

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: October 25, 2013

---

Residential Tenancy Branch

