



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF MNSD MNDC

### Introduction

This hearing dealt with an application by the tenant for a monetary order. The tenant also requested recovery of her filing fee from the landlord. Both parties attended the hearing and had an opportunity to be heard.

### Issue(s) to be Decided

Is the tenant entitled to the requested order?

### Background and Evidence

This tenancy began on May 4, 2014 and ended on September 2, 2014. The rent was \$950 per month. A security deposit of \$475 was paid at the start of the tenancy. The tenant claims she did work on the rental unit during the tenancy and that the landlord had agreed to reimburse her for her expenses. The tenant also claims that she gave the landlord her forwarding address in writing on September 5, 2014 but has not yet received her deposit back.

The tenant submitted copies of all receipts for the amount claimed.

The landlord claims that this was a sublet arrangement where the landlord is head tenant of the house. The landlord claims that he did advise the tenant that the owner of the home would reimburse for work done on the house but that no specific budget had been agreed upon. The landlord also claims however that the tenant was late with the rent on several occasions and that the condition of the rental unit when the tenant vacated was such that repairs had to be made to bring it up to a standard that it was ready for re-rental.

The landlord did not submit any documentation.

### Analysis

The tenant has made a monetary in the amount of \$1336.45 comprised of the following:

- Supplies for repairs                 \$861.94
- Security deposit                     \$475.00

I shall deal with each claim in turn.

Supplies (\$861.94) – The tenant has submitted receipts in support of her claim for reimbursement. The landlord has acknowledged that the tenant had been told she would be reimbursed for such expenses. The parties both acknowledge that a specific budget was never agreed upon. Based on this information, I am satisfied that the tenant is entitled to be reimbursed for her expenses by the landlord.

Security deposit (\$475.00) – The tenant has requested return of her security deposit in the amount of \$475.00. In this regard I refer the parties to Section 38 of the Act which deals with security deposits and the return thereof.

Section 38(1) of the Act provides 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 entire security deposit to the tenant or file an application for dispute resolution claiming against the deposit. In the present case, the landlord has done neither.

Section 38(6) provides that if a landlord does not comply with section 38(1), the landlord may not make a claim against the deposit and **must** pay the tenant double the amount of the security deposit. This is a mandatory requirement of the Act.

As a result, I find that the tenant is entitled to recover \$950.00 from the landlord in respect of the security deposit.

### Conclusion

Based on the above, I find that the tenant is entitled to an order that the landlord pay to her the sum of \$1811.94 comprised of double the security deposit and the repair expenses.

I also find that the tenant is entitled to recovery of the \$50 filing fee for this application from the landlord.

I therefore order that the landlord pay to the tenant the sum of \$1861.94. This order may be filed in 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: February 03, 2014

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Residential Tenancy Branch

