



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, 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 and the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for 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 tenant testified the tenancy began in July 2013 and ended on November 4, 2013. He submitted the rent was \$600.00 and was paid by pre-arranged bank drafts. The tenant testified the security deposit was \$300.00. The tenant submitted that he provided his forwarding address to the landlord's agent on the date the move out condition inspection was completed (November 4, 2013).

The landlord did not confirm or deny any of the details of the tenancy agreement. He stated that he was out of town at the time of the tenancy and that once he received the tenant's Application for Dispute Resolution he had attempted to provide the tenant with a cheque for return of the deposit. He stated that he was not planning to claim against the deposit.

The landlord submitted that because he offered to pay the tenant in January that he should only pay ½ of the filing fee. The tenant stated that he disagreed with this position.

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.

As the landlord does not dispute any of the facts of this case, I find the tenant provided the landlord's agent with his forwarding address on November 4, 2013 and as such the landlord or his agent had until November 19, 2013 to either return the deposit or file an Application for Dispute Resolution to claim against the deposit. As the landlord failed to do either, I find the landlord has failed to comply with Section 38(1) and the tenant is entitled to double the amount of the deposit.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$650.00** comprised of \$600.00 double the security deposit and the \$50.00 fee paid by the tenant for this application as he was successful in 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: April 08, 2014

Residential Tenancy Branch

