



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This is an application for a monetary order for \$1070.86 and a request for recovery of the \$50.00 filing fee.

Some documentary evidence, photo evidence, digital evidence, and written arguments have been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established monetary claim against the respondent, and if so in what amount?

Background and Evidence

This tenancy began on September 1, 2013 for a fixed term ending August 31, 2015, with the monthly rent of \$1500.00.

A security deposit of \$750.00 was collected on September 1, 2013.

The tenancy ended on June 30, 2014.

The tenant is requesting an order for the landlord to reimburse him double the cost of changing the locks of the rental unit, because, he states, that when he asked if the locks

had been changed the landlord stated she does not do that. He further stated that he did not directly ask her to change the locks.

The tenant is also asking for an order for return of double his security deposit, minus the amount the landlord has already returned. He states that at no time did he ever give the landlord any written permission to keep any or all of his security deposit.

The tenant further states that the landlord was served with a forwarding address in writing, on July 17, 2014. The landlord admitted at the hearing that she did receive this forwarding address.

The landlord also admitted that she never received any written permission to keep any or all of tenant security deposit, however she did state that the tenant had at one point verbally told her she could keep a small amount for a damaged vent cover.

Analysis

It's my finding that the tenant does not have a claim for the cost of replacing the locks at the rental unit. The Residential Tenancy Act does require that landlord's replace locks between tenants if the landlord receives a request from the new tenants to do so, however in this case the tenant never asked the landlord to change the locks.

As far as the security deposit is concerned, Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants full security deposit or applied for dispute resolution to keep any or all of tenant's security deposit, and the time limit in which to apply is now past.

This tenancy ended on June 30, 2014 and the landlord has admitted that she had a forwarding address in writing by July 17, 2014 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a security deposit of \$750.00, and therefore the landlord must pay \$1500.00, minus the \$711.70 that was already returned, for a difference of \$788.30.

I also allow the applicants request for recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the respondent to pay \$838.30 to the applicant.

The remainder of this claim is dismissed without leave to reapply.

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: March 05, 2015

Residential Tenancy Branch