



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MNDC, and FF

Introduction

This decision and Order was corrected on March 31, 2015, upon receipt of a Request for Correction from the Tenant. Corrections have been underlined and printed in bold to assist with clarity. The decision and Order has been corrected to reflect the correct name of the female Landlord, which was inadvertently recorded incorrectly on the original decision and Order.

The decision has also been amended to correct several inadvertent or typographical errors in the decision.

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit, a monetary Order for money owed or compensation for damage or loss, and to recover the filing fee from the Landlord for the cost of filing this application.

The Tenant with the initials "S.G." stated that on August 49 **18**, 2014 the Application for Dispute Resolution and the Notice of Hearing were sent to each Landlord, via registered mail, at the service address noted on the Application. The Tenant submitted Canada Post receipts that corroborate this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however neither Landlord appeared at the hearing.

The Tenant submitted a one-page written submission to the Residential Tenancy Branch on September 02, 2014. The Tenant with the initials "S.G." stated that this document was not served to the Landlord. As it was not served to the Landlord, the document was not accepted as evidence for these proceedings.

The Tenant was given the opportunity to make relevant oral submissions at the hearing.

Issue(s) to be Decided

Is the Tenant entitled to the return of double the security deposit and the cost of mailing evidence to the Landlord?

Background and Evidence

The Tenant with the initials "S.G." stated:

- that this tenancy began on July 01, 2003
- that a condition inspection report was not completed at the start of the tenancy
- that a security deposit of \$600.00 was paid on June 12, 2003
- that this tenancy ended on July 30, 2014
- that two meetings were scheduled for the purpose of completing a final condition inspection, however the Landlord did not attend either meeting
- that the Tenant handed a forwarding address, in writing, to the female Landlord ~~on~~ on July 30 25, 2014
- that the Tenant did not authorize the Landlord to retain any portion of the security deposit
- that the Landlord did not return any portion of the security deposit
- that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

The Tenant is seeking the return of double the security deposit and the cost of serving documents to the Landlord via registered mail.

Analysis

Section 38(1) of the *Act* stipulates 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 security deposit and/or pet damage deposit plus interest or make an application for dispute resolution claiming against the deposits. On the basis of the undisputed evidence, I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not repaid the security deposit or filed an Application for Dispute Resolution and more than 15 days has passed since the tenancy ended and the forwarding address was received.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1), the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit.

I find that the Tenant's Application for Dispute Resolution has merit and that the Tenant is entitled to recover the fee for filing this Application for Dispute Resolution.

I find that parties are only entitled to recover costs that are directly related to breaches

of the *Act* or the tenancy agreement pursuant to section 67 of the *Act*. Costs incurred that relate to processing a claim for compensation are limited to the cost of the filing fee, which is specifically allowed under section 72 of the *Act*. I find that I do not have authority to award any other costs related to a dispute resolution proceeding and I therefore dismiss the Tenant's claim for mailing costs.

Conclusion

The Tenant has established a monetary claim of \$1,271.24, which is comprised of double the security deposit, \$21.24 in interest on the original amount of the security deposit, and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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: March 10, 2015

Corrected: April 01, 2015

Residential Tenancy Branch

