



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KELSON GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD FF

Introduction

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- a) An Order to return double the security deposit pursuant to Section 38; and
- b) To recover the filing fee for this application.

SERVICE

Both parties attended the hearing and the tenant provided evidence that she had served the landlord with the Application for Dispute Resolution by registered mail and by fax with her forwarding address on September 30, 2014. The landlord agreed they had received the Application as stated but said he was not aware of the forwarding address until January 17, 2015 when the tenant sent a letter; the tenant said she had sent the fax with her business address to a female in the landlord's office and received a bill for damages in return. I find the documents were served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that he is entitled to the return of double the security deposit according to section 38 of the Act?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to present evidence and make submissions. The tenant said she had paid a security deposit of \$250 on August 1, 2000 to a previous owner/landlord of the building. She provided an email from another tenant to say she had lived in the unit since that time. The landlord said his records indicate she lived there since 2003 but acknowledged that he was going by records given to him by a previous landlord; the tenant said there was another landlord prior to the one who submitted records to this landlord and they did not always complete their paperwork.

It is undisputed that the tenant vacated the unit on August 31, 2014. The tenant's deposit has never been returned and she gave no permission to retain any of it. After further discussion, the parties agreed to settle on the following terms and conditions:

Settlement Agreement:

- 1. The tenant will receive her original security deposit plus interest from August 1, 2000 and recover the filing fee for her application.**
- 2. The landlord agrees not to pursue her further for damages.**
- 3. This agreement settles all matters between the parties in respect to this tenancy.**

Analysis and Conclusion:

Pursuant to the above noted agreement, I find the tenant entitled to a monetary order as calculated below and to recover the filing fee for this application.

Original deposit	250.00
Interest from August 1, 2000 (calculation below)	18.88
Filing fee	50.00
Total Monetary Order to Tenant	318.88

Deposit Amount:	\$250.00	2009 - 2015	0.00%	\$0.00	
2008	1.50%	\$3.98	2002 - 2005	0.00%	\$0.00
2007	1.50%	\$3.93			
2006	0.50%	\$1.30			
2001	3.00%	\$7.58			
2000	2.00%	\$2.09			
Start Date:	01 August 2000				
End Date:	03 June 2015				
Interest:	\$18.88				
Total:	\$268.88				

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: June 03, 2015

Residential Tenancy Branch