



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38;
2. A Monetary Order for compensation – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on April 1, 2012. The Parties mutually conducted a move-in inspection and completed a report. Rent of \$1,050.00 was payable monthly and at the outset of the tenancy the Landlord collected \$487.50 as a security deposit. The Landlord served the Tenant with a 2 month notice to end tenancy for landlord’s use (the “Notice”). The Notice had an effective date of September 30, 2014.

The Tenant states that she moved out of the unit on August 31, 2014 and that the Parties agreed to conduct a walk through on September 4, 2014 after the Tenant’s cleaning service was completed. Although the walkthrough was conducted the

Landlord states that no report was completed. The Landlord states that the Tenant's forwarding address was received on September 16, 2014. The Tenant claims return of double the security deposit.

The Tenant states that the Landlord only paid the Tenant \$990.00 for the compensation required due to the Landlord's Notice and claims \$60.00. The Landlord states that since the Tenant was not finished cleaning the unit until September 4, 2015 that the Tenant was not entitled to the equivalent of a full month's rent.

### Analysis

Section 38 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 repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenant double the security deposit in the amount of **\$975.00**.

Section 51 of the Act provides that a tenant who receives a notice to end a tenancy under section 49 for landlord's use of property is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement. Regardless of the Tenant's move-out date, based on the undisputed evidence that the Landlord only provided a sum less than the equivalent of a month's rent of \$1,050.00, I find that the Tenant is entitled to the amount of **\$60.00** to compensate the Tenant for the Landlord's shortfall. As the Tenant has been successful with its application I find that the Tenant is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,085.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for **\$1,085.00**. If necessary, this order may be filed in the 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 Act.

Dated: June 22, 2015

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Residential Tenancy Branch

