



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNSD, O,

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The tenant's application is a request for a Monetary Order for \$500.00 which represents double the \$250.00 security deposit paid at the beginning of the tenancy.

The landlord's application is a request for a Monetary Order for \$100.00 which represents the \$50.00 filing fee paid for previous hearing, and \$50.00 filing fee paid for today's hearing.

A very small amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issues are whether or not either side has established a monetary claim against the other.

### Background and Evidence

These parties had a previous hearing on October 7, 2014 and a decision was issued on October 11, 2014.

In the decision of that previous hearing the Arbitrator dismissed the landlord's request to retain any or all of the security deposit.

The landlord testified at today's hearing that he never received the decision from that previous Dispute Resolution Hearing and therefore he was unaware of the fact that his application to retain the security deposit had been dismissed, and therefore he had not returned any of it at this point.

The landlord further testified that, since he had not received a copy of the decision from the previous hearing, he was applying for an order for the tenant to pay his filing fee for that previous hearing and for today's hearing.

The tenant has applied for an order for the landlord to pay double the security deposit, stating that the landlord did not return the security deposit within 15 days of receiving a forwarding address in writing.

### Analysis

It is my finding that since the landlord's previous application for dispute resolution was dismissed, the tenant is under no obligation to pay the landlords filing fee from that previous hearing, or from today's hearing.

Further, it is my decision that although the landlord must return the tenants security deposit, I am not willing to order that the landlord pay double the security deposit, because, even though the landlords application was dismissed, the landlord applied for dispute resolution to retain the security deposit within the time limits set out under the Residential Tenancy Act.

Section 38 of the Residential Tenancy Act requires that the landlord apply for dispute resolution to retain the security deposit within 15 days of the end of the tenancy, or the date the landlord receives a forwarding address in writing, whichever is later, and in this case the landlord applied for dispute resolution to retain the security deposit before he even received a forwarding address in writing.

The landlord would only be required to pay double the security deposit if he had failed to apply for dispute resolution within the 15 day time frame.

Conclusion

The landlord's claim has been dismissed in full without leave to reapply.

I have allowed \$250.00 of the tenants claim and have issued an order for the landlord to pay that amount to the tenant. The remainder of the tenants 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: June 24, 2015

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Residential Tenancy Branch

