



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for a monetary order for a return of her security deposit, doubled, and for recovery of the filing fee paid for this application.

The tenant and the landlord's agent's (hereafter "landlord") attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, the landlord confirmed receiving the tenant's application and evidence and further confirmed filing no documentary evidence of their own.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of her security deposit, doubled, and to recovery of the filing fee paid for this application?

Background and Evidence

The undisputed evidence of the parties was that this tenancy began on October 1, 2013, ended on August 31, 2014, monthly rent was \$850.00, and the tenant paid a security deposit of \$425.00 at the beginning of the tenancy.

Since the end of the tenancy, the landlord has returned \$14.00 from the tenant's security deposit, retaining the balance.

In support of her claim that she is entitled to the return of her security deposit, the tenant submitted that she provided the landlord with her written forwarding address in a letter dated August 31, 2014, by personal delivery to one of the landlord's agents.

The landlord confirmed receipt of the tenant's written forwarding address.

The landlord submitted that the deduction of \$411.00 from the tenant's security deposit was for cleaning and painting.

Analysis

Under section 38(1) of the Act, a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the deposit within 15 days of the later of receiving the tenant's forwarding address in writing or at the end of a tenancy. Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of their security deposit.

In this case, the undisputed evidence shows that the tenancy ended on August 31, 2014, the landlord received the tenant's written forwarding address on that same date, and that the landlord has neither filed an application to retain the tenant's security deposit nor returned the security deposit in full.

I therefore grant the tenant's application for dispute resolution and, pursuant to section 62(3) of the Act, order that the landlord pay the tenant double her security deposit of \$425.00, less \$14.00 previously returned to the tenant.

Pursuant to section 72(1) of the Act, I also order that the landlord pay the tenant her filing fee for this application in the amount of \$50.00.

Due to the above, I find the tenant is entitled to a total monetary award of \$886.00, comprised of her security deposit of \$425.00, doubled to \$850.00, less \$14.00 previously returned to the tenant, and \$50.00 for recovery of the filing fee paid for this application.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of her monetary award of \$886.00, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

Conclusion

The tenant's application requesting a return of her security deposit, and that the amount should be doubled, is granted.

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: July 3, 2015

Residential Tenancy Branch

