



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KLL HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNSD, FF

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

### **Issues to be Decided**

Is the tenant entitled to the return of double the security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on November 15, 2013 and ended on April 01, 2015. Prior to moving in the tenant paid a security deposit of \$1,000.00.

The landlord agreed that he received the forwarding address of the tenant on April 02, 2015. The landlord stated that the tenant owed him money and therefore he did not return the security deposit. The landlord also stated that he did not file an application for dispute resolution because the tenant has filed for bankruptcy. The landlord filed documents and photographs to support his testimony of the amount owed to him.

The tenant stated that she owed the landlord \$400.00 and agreed to make a deduction off her entitlement.

Attempts were made to mediate the matter, but were not successful. The landlord maintained that the tenant owed him money in excess of the security deposit. I explained to the landlord that in regards to the landlord's claims relating to loss that he may have suffered, I am not able to hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's' application.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of both parties, I find that the tenancy ended on April 01, 2015 and the landlord was notified of the tenant's forwarding address on April 02, 2015. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address.

Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$1,000.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.00. Since the tenant has proven her case, she is also entitled to the recovery of the filing fee of \$50.00 for a total of \$2,050.00. The tenant agreed to repay the landlord \$400.00 by way of a deduction off her entitlement.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$1,650.00**, which represents double the base security deposit plus the filing fee minus the deduction as agreed to by the tenant.. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$1,650.00**.

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: September 24, 2015

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Residential Tenancy Branch

