



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This review hearing was convened as a result of a Review Consideration Decision dated September 3, 2015 in which the original Decision and Orders dated August 14, 2015 were suspended “until such time that reconvened Hearing is conducted and a decision is reached with respect to the date that the Landlord’s Application was filed.”

I interpret this Review Consideration Decision to mean that the only matter to be decided on review is the Landlord’s date of the original application. As such I find that the Decision dated August 14, 2015 in relation to the Tenant’s application is not open for review nor are the findings on the Landlord’s monetary claims, except as they are affected by the Landlord’s original application date.

I accept the Landlord’s evidence that the Tenant was served with the notice or review hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Did the Landlord apply within 15 days of the end of the tenancy or the date of receipt of the Tenant’s forwarding address?

Background and Evidence

The original Decision found that the tenancy ended on January 12, 2015 when the Landlord became aware that the Tenant had vacated the unit and when the Landlord received the Tenant’s forwarding address. Although the Landlord’s application indicates that it was made on January 28, 2015, the Landlord provided a receipt noting that the filing fee for this application

was paid on January 26, 2015. The original Decision accepted that the Landlord collected \$417.50 as a security deposit and \$200.00 as a pet deposit and that the Landlord's total entitlement was \$1,010.00.

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. Section 59 of the Act entitled "Starting proceedings" provides that an application must be accompanied by the fee.

I take this section to indicate that an application is made when the fee is paid. As the Landlord's evidence indicates that the fee was paid within 15 days of the end of the tenancy and the date the forwarding address was received I find that the Landlord made its application within the period required. As such I find that the Landlord's original entitlement may only be reduced the by original amounts of the security and pet deposit. Deducting the combined security and pet deposit of **\$617.50** plus zero interest leaves **\$392.50** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security and pet deposit plus interest in the amount of \$617.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the amount of **\$392.50**. 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 *Residential Tenancy Act*.

Dated: November 12, 2015

Residential Tenancy Branch

