



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Huntingdon Apartments  
and [tenant name suppressed to protect privacy]

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

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

### Issue(s) to be Decided

Is the Tenant entitled to return of double the security deposit?

### Background and Evidence

The tenancy started on December 1, 2013 and ended in May 2015. At the outset of the tenancy the Landlord collected \$412.50 for a security deposit and \$100.00 for a pet deposit. No move-in or move-out condition inspection was conducted. At the end of the tenancy the Tenant gave the Landlord its forwarding address in writing. In June 2015 The Landlord deducted \$115.50 for the cost of carpet cleaning and returned \$397.00 to the Tenants. The Tenants did not agree in writing to the Landlord’s retention of any portion of the security deposit.

### Analysis

Section 38(4) provides that a landlord may retain an amount from a security deposit or a pet damage deposit if, at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant. As the Landlord had no agreement in writing from the Tenant to make any deductions from the security and pet deposit I find that the Landlord could not retain any portion of the security deposit without having made an application and obtaining an order to do so.

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 did not return the security deposit in full and did not make a claim against the security deposit I find that the Landlord must now pay the Tenant double the combined pet and security deposit plus zero interest in the amount of **\$1,025.00**.

Deducting the **\$397.00** already returned to the Tenant leaves **\$628.00** owed by the Landlord to the Tenant. As the Tenant's application has been successful I find that the Tenant is also entitled to recovery of the **\$50.00** filing fee for a total amount of **\$678.00**.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$678.00**. 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 *Residential Tenancy Act*.

Dated: January 15, 2016

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Residential Tenancy Branch

