



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Northern Property Real Estate Investment Trust  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNSD, MNDC, OLC, FF

### Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a monetary Order for return of double the security deposit, compensation for damage or loss under the Act, an Order the landlord comply with the Act and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Preliminary Matters

A review of the claim at the start of the hearing established that the tenant's claim was made requesting return of double the security deposit. The tenant believed she had to claim return of the liquidated damages held back by the landlord; but the tenant has not paid the landlord for any liquidated damages.

### Issue(s) to be Decided

Is the tenant entitled to return of double the security deposit paid?

### Background and Evidence

The one-year fixed-term tenancy commenced on February 1, 2014. The tenant paid a security deposit in the sum of \$697.50. A move-in condition inspection report was completed.

The tenant confirmed that she gave written notice on October 19, 2015 that she would end the tenancy one month prior to the end of the tenancy; effective December 31, 2015. An Acknowledgement of early end of tenancy form signed by the landlord was submitted by the tenant.

A move-out inspection report was completed on November 30, 2015 and the report was signed by the tenant and landlord. The tenant did not agree to any deduction from the deposit. The tenant provided her forwarding address on the inspection report. The landlord and tenant both noted that the inspection appears to have been completed one month prior to the end of the tenancy. The tenant could not recall the date but believes it was completed one month prior to her moving out.

A copy of the inspection report was not before me but the tenant and landlord each had a copy. The landlord confirmed that the inspection report did not include any deduction from the deposit, agreed to at the end of the tenancy.

The tenant supplied a copy of a move-out statement issued by the landlord that showed her deposit had been applied against a charge of \$1,395.00 for liquidated damages. The tenant submitted a letter from the landlord, dated October 31, 2015 in which the landlord informed the tenant would be charged the liquidated damages fee.

The landlord agent present at the hearing did not dispute the tenants' submissions. The staff who dealt with this tenancy no longer works for the landlord and no documents, other than those supplied by the tenant, were available.

### Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

I find that effective November 30, 2015 the landlord was given the tenants' written forwarding address. The address was given on the move-out condition inspection report.

Pursuant to section 44(f) of the Act I find that the tenancy ended effective December 31, 2015; when the tenant vacated.

The landlord has confirmed that the deposit was not returned to the tenant and that a claim against the deposit has not been made.

Therefore, as the deposit was not returned within 15 days of December 31, 2015 and the landlord has not submitted an application for dispute resolution claiming against the security deposit, I find pursuant to section 38(6) of the Act that the tenant is entitled to return of double the \$697.50 deposit paid to the landlord.

As the tenants' application has merit I find that the tenant is entitled to recover the \$50.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the tenant a monetary Order in the sum of \$1,445.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

#### Conclusion

The tenant is entitled to return of double the security deposit.

The tenant is entitled to recover the filing fee cost from the landlord.

This decision is final and binding and 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: March 11, 2016

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Residential Tenancy Branch