



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ICR Management Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order. The hearing was conducted via teleconference and was attended by the tenant

The tenant provided documentary evidence to confirm each landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on September 25, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony and evidence of the tenant, I find that each landlord has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for return of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant testified the tenancy began in June 2011 as a month to month tenancy for a monthly rent of \$820.00 due on before the 1st of each month with a security deposit of \$410.00 paid. The tenant testified the tenancy ended on August 30, 2015.

The tenant submitted a copy of the Condition Inspection Report showing that she provided her forwarding address on the date of the move out inspection, August 30, 2015. The Report also shows the tenant agreed to allow the landlord to retain \$100.00 from the security deposit and that the landlord was supposed to return \$310.00.

The tenant submitted she has not received any amounts from the landlord to date.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit less any mutually agreed upon amounts or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the tenant's undisputed testimony I find the tenant provided her forwarding address to the landlord on the last day of the tenancy, August 30, 2015 and that the tenant had agreed the landlord could withhold \$100.00. As such, I find the landlord had until September 14, 2015 to either return the balance of \$310.00 to the tenant or file an Application for Dispute Resolution seeking to claim against the balance of the deposit.

I accept the tenant's undisputed testimony that she has not received any amounts from the landlord. There is no evidence before me that the landlord had filed an Application for Dispute Resolution seeking to claim against the deposit by September 14, 2015.

As a result, I find the landlord has failed to comply with the requirements of Section 38(1) and as such the tenant is entitled to double the amount of the balance of the deposit.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$670.00** comprised of \$620.00 double amount of deposit owed and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: April 05, 2016

Residential Tenancy Branch