



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Plan A Real Estate Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, OLC, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on November 20, 2015 for:

1. An Order for the return of the security deposit - Section 38;
2. An Order for the Landlord to comply - Section 62; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on November 24, 2015 for:

1. An Order to retain the security deposit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. As the Landlord did not attend the hearing to pursue its claims against the Tenant I dismiss the Landlord’s application. The Tenant served the Landlord with its application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. 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 the security deposit and recovery of the filing fee?

### Background and Evidence

The tenancy started on April 1, 2015 on a fixed term to expire October 31, 2015. The Tenant was required to move out of the unit by this date and did so. Rent of \$1,350.00 was payable during the tenancy. At the outset of the tenancy the Landlord collected \$675.00 as a security deposit and \$350.00 as a pet deposit. The Tenant provided its forwarding address in writing to the Landlord on the move-out condition report. On this report the Tenant agreed to a deduction of \$125.00 from the security deposit and expected the return of \$900.00. The Landlord returned only \$805.50.

### 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. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit.

As there was no agreement by the Tenant for a deduction of more than \$125.00, as the Landlord had no order to retain a larger amount and as the Landlord failed to return the remaining security deposit owed of \$900.00 to the Tenant I find that the Landlord must now pay the Tenant double the combined security and pet deposit plus zero interest of **\$2,050.00**. From this amount I deduct the agreed deduction of **\$125.00** and the amount returned of **\$805.50** leaving **\$1,119.50** owed to the Tenant. As the Tenant has been successful with its application I find that the Tenant is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,169.50**.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,169.50**. 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: June 21, 2016

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Residential Tenancy Branch