



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNDC, MNSD, 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 double the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath 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?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are undisputed facts: The Tenant agreed to start a tenancy on February 1, 2016 and paid \$367.50 as a security deposit. On January 21, 2016 the Tenant informed the Landlord by a letter that the Tenant was not going to move into the unit. In this letter the Tenant provided its forwarding address and requested return of the security deposit. The Landlord did not return the security deposit and did not make an application to claim against the security deposit.

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 the Tenant ended the tenancy on January 21, 2016, albeit before it started, and provided the Landlord with a forwarding address on the same day and considering that the Landlord did not return the deposit or make a claim against the deposit within 15 days of receipt of this letter I find that the Landlord must now pay the Tenant double the security deposit plus zero interest of **\$735.00**. As the Tenant has been successful the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total amount of **\$835.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$835.00**. 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: July 18, 2016

Residential Tenancy Branch