



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## 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. An Order for return of the security deposit - Section 38;
2. A Monetary Order for compensation - Section 67;
3. An Order for the Landlord's compliance - Section 62; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Tenant confirmed that the only claims being made are for the return of double the security deposit and recovery of the filing fee.

### Issue(s) to be Decided

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

Is the Tenant entitled to recovery of the filing fee?

### Relevant Background and Evidence

The following are undisputed facts: The tenancy began on January 13, 2016 and ended on or about March 31, 2016. Rent of \$850.00 was payable monthly. At the outset of the tenancy the Landlord collected \$425.00 as a security deposit and \$75.00 as a fob deposit. Although the Parties viewed the unit before move-in the Landlord did not provide and complete a move-in condition inspection report. The Tenant returned the fob to the Landlord. The Tenant provided its forwarding address to the Landlord by registered mail on April 1, 2016. The Landlord has not returned the security deposit to the Tenant and has not made an application for dispute resolution to claim against the security deposit.

The Landlord states that he returned a portion of the deposit to the Tenant by giving him a cheque for \$225.00 and paid the Tenant \$50.00 in cash. The Tenant states that the Landlord never gave the Tenant any cash or a cheque. The Landlord states that the Tenant told the Landlord that no cheque had been received and the Landlord subsequently put a stop payment on the cheque.

### 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 Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the full security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenant **\$850.00** as double the security deposit. Based on the undisputed evidence that the fob was returned I find that the Tenant has substantiated an entitlement to the return of the **\$75.00** deposit. As the Tenant's claims have been successful I find that the Tenant is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,025.00**.

### Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,025.00**. 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 Act.

Dated: August 05, 2016

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Residential Tenancy Branch