



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for return of the security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant and landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed receipt of the tenant's application ("Application") for dispute resolution package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the application.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for return of the security deposit?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

The parties testified that the landlord assumed this tenancy in August of 2014, when the landlord purchased the property from her son, the previous landlord. The parties agreed the tenancy started May 1, 2013 and rent in the amount of \$850.00 was payable on the first of each month. A security deposit of \$400.00 was remitted by the tenant at the start of the tenancy. The landlord assumed this deposit from the former landlord. The tenant vacated the rental unit on May 3, 2015.

The parties agreed that upon vacating the rental unit on May 3, 2015, the tenant provided the landlord with her forwarding address in writing. The parties also agreed the tenant did not authorize the landlord verbally or in writing, to retain the security deposit

### Analysis

Section 38 of the *Act* establishes that a landlord has fifteen days from the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing to file an arbitration application claiming against the deposit, or return the deposit. The tenant may waive their right to the return of the security deposit through written authorization to the landlord. In the absence of written authorization from the tenant, the landlord must return the security deposit or file an application within fifteen days. Should the landlord fail to do this, the landlord must pay the tenant double the amount of the security deposit.

The landlord received the forwarding address on May 3, 2015. The landlord did not file an arbitration application to retain the deposit, the landlord did not return the deposit and the landlord did not receive written authorization to retain it. Based on this, I find the tenant is entitled to double the value of her security deposit in the amount of \$800.00.

As the tenant was successful in this Application, I find that the tenant is entitled to recover the \$100.00 filing fee paid for the Application.

### Conclusion

I issue a monetary order in the tenant's favour in the amount of \$900.00 against the landlord.

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: August 03, 2016

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Residential Tenancy Branch

