



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **SETTLEMENT DECISION**

Dispute Codes      FF MNSD

### Introduction

This hearing dealt with an application by the tenant for return of his security deposit. The tenant also requested recovery of his \$100.00 filing fee. Both parties attended the hearing and had an opportunity to be heard.

### Background and Evidence

This tenancy began on March 15, 2011 at which time the tenant paid a security deposit of \$620.00. The tenant vacated the rental unit on October 31, 2015. On November 20, 2015 the tenant sent his forwarding address to the landlord by registered mail. The registered mail letter was returned to the tenant after not being picked up by the landlord. The tenant then texted the landlord on December 8, 2015, again providing the landlord with his forwarding address. A copy of this text was provided by the tenant in his evidence package. The landlord acknowledged that he received this text. To date, the tenant has not received any of his security deposit back from the landlord. The tenant also testified that he did not give any written authorization to the landlord to retain all or any part of his security deposit.

For his part, the landlord testified that the tenant had left the rental unit damaged and not properly cleaned. However, the landlord never filed an application for dispute resolution making a claim against the tenant. The landlord testified that he did not know he was required to do something within 15 days of receiving the tenant's forwarding address as this was the first time he had rented out a unit.

### Analysis

Section 38(1) of the *Act* says 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 do one of the following:

- repay any security deposit or pet damage deposit to the tenant with interest; or
- make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Section 38(6) then goes on to say that if a landlord does not comply with the above, the landlord may not make a claim against the deposit(s) and **must pay the tenant double** the amount of the security deposit, pet damage deposit, or both, as applicable.

In the present case, the landlord has not yet returned the tenant's security deposit and has not filed a claim against the deposit. As a result, the Act states that the landlord must pay to the tenant double the amount of the deposit in the amount of \$1240.00.

### **Settlement**

**However, at the end of the hearing, the parties reached an agreement about the matters before me. The parties have made the following agreement:**

- 1. The landlord will pay the tenant the sum of \$750.00 by no later than September 30, 2016.**
- 2. If the tenant does not receive payment in the above amount, the tenant is entitled to payment of \$1,340.00 representing double the security deposit and the \$100.00 filing fee paid by the tenant. An order is being provided to the tenant together with this decision for use in the event that the landlord does not pay.**
- 3. This is the full and final agreement between the parties and neither party will file any further applications for dispute resolution in connection with this tenancy.**

This settlement 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: September 19, 2016

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Residential Tenancy Branch

