



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capreit Limited Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNSD, MNDC, MND, FF

### Introduction

This hearing was convened in response to an application made February 24, 2016 by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. The Tenant appeared and stated that the Landlord did not serve the Tenant with any application for dispute resolution. The Tenant states that the only thing received in the mail was a fact sheet. The Tenant states that the Residential Tenancy Branch was contacted by the Tenant and that the Tenant was then given the date and time of the hearing. The Tenant does not know the basis of the application.

Section 59 of the Act provides that a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it. As the Tenant was not provided with any particulars of the claims being made by the Landlord and as the Tenant was not served with the application for dispute resolution I dismiss the Landlord's application.

### Issue(s) to be Decided

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

### Background and Evidence

The tenancy started on September 15, 2014 and ended on January 31, 2016. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit. The Tenant provided her forwarding address on the move out inspection form. The Tenant cleaned the unit and returned one of two mailbox keys to the Landlord at the end of the tenancy. The Landlord returned \$290.00 to the Tenant.

### Analysis

Policy Guideline # 17 provides that a security deposit will be ordered returned whether or not the tenant has applied for its return. 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 did not make its application to claim against the security deposit within 15 days of the end of the tenancy and receipt of the forwarding address I find that the Landlord must now return double the security deposit plus zero interest to the Tenant in the amount of **\$1,200.00**. Deducting the **\$290.00** already returned leaves **\$910.00** owed to the Tenant by the Landlord.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$910.00**. 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: October 13, 2016

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Residential Tenancy Branch