



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and one of the landlords.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties both submitted a copy of a tenancy agreement signed by the parties on September 2, 2013 for a 13 month fixed term tenancy beginning on September 1, 2013 for a monthly rent of \$1,700.00 due on the 1st of each month with a security deposit of \$850.00 paid.

The parties agreed the tenancy ended on April 30, 2016 and the tenant provided her forwarding address by text message on May 17, 2016. The parties acknowledged that after the forwarding address was provided the landlord contacted the tenant to seek agreement on deductions from the deposit. The tenant submitted that she never agreed to any deductions.

The landlord confirmed an Application for Dispute Resolution was not submitted by the landlord seeking to claim against the deposit.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the testimony of both parties I find the tenancy ended on April 30, 2016 and the tenant provided her forwarding address to the landlord in writing on May 17, 2016. As such, I find the landlord had until June 1, 2016 to either return the deposit in full or file an Application for Dispute Resolution seeking to claim against the deposit.

As per the landlord's testimony I find the landlord has not submitted an Application to claim against the deposit. As such, I find the landlord has failed to comply with Section 38(1) and the tenant is entitled to double the amount of the deposit, pursuant to Section 38(6).

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,800.00** comprised of \$1,700.00 double the amount of the security deposit and the \$100.00 fee paid by the tenant for this application.

This order must be served on the landlords. If the landlords fail to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: December 05, 2016

Residential Tenancy Branch