



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNSD

### Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a monetary order for return of double the \$740.00 security deposit. The tenant has paid a filing fee.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Issue(s) to be Decided

Is the tenant entitled to return of double the deposit paid less \$82.13 previously returned?

### Background and Evidence

The tenancy commenced in May 2015. A security deposit in the sum of \$740.00 was paid.

The tenant vacated on August 3, 2016 and a move-out condition inspection report was completed on that date.

A copy of the inspection report shows that the tenant signed agreeing to the state of the rental unit. No damages were indicated on the report. The tenant did not agree to any deductions from the deposit. The report included the tenants' forwarding address.

The landlord returned \$82.13 to the tenant. The landlord confirmed that a claim has not been made against the security deposit.

The tenant has claimed return of double the security deposit, less \$82.13. The tenant asked to have filing fee costs awarded.

The landlord did not dispute the facts. The landlord was not aware of the need to claim against the deposit.

### Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

I find that the landlord received the tenants' written forwarding address on August 3, 2016; the date the condition inspection report was completed. The tenancy ended just prior to or on that date

The landlord has retained a portion of the security deposit without the tenants' written permission, as required by section 38(4) of the Act.

Therefore, I find pursuant to section 38(6) of the Act that the tenant is entitled to return of double the \$740.00 security deposit paid to the landlord; less \$82.13 previously returned.

As the tenants' application has merit I find that the tenant is entitled to recover the \$100.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the tenant a monetary Order in the sum of \$1,497.87. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The tenant is entitled to return of double the security deposit less \$82.13.

The tenant is entitled to recover the filing fee cost from the landlord.

This decision is final and binding and 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 13, 2016

---

Residential Tenancy Branch