



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

On June 29, 2016, the Tenant submitted an Application for Dispute Resolution for the Landlord to return of all or part of the pet damage deposit or security deposit, and to recover the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Tenant entitled to the return of double the security deposit?
- Is the Tenant entitled to recover the cost of the filing fee?

### Background and Evidence

Both parties testified that the tenancy commenced on July 1, 2014, as a one year fixed term tenancy that could continue thereafter as a month to month tenancy. Rent in the amount of \$850.00 is due on the first day of each month. The Tenant paid the Landlord a security deposit of \$400.00.

The parties testified that the tenancy ended when the Tenant moved out on September 30, 2015.

The Tenant testified that he provided the Landlord with his forwarding address in writing on May 19, 2016. The Tenant provided a copy of the letter.

The Landlord acknowledged that he received the Tenants forwarding address on May 19, 2016. The Landlord testified that he did not return the security deposit because the Tenant had done damage to the rental unit. The Landlord testified that he did not have written permission from the Tenant to keep the security deposit.

### Analysis

#### Residential Tenancy Policy Guideline # 17 Security Deposit and Set Off states

*The landlord has 15 days, from the later of the day the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return the security deposit plus interest to the tenant, reach written agreement with the tenant to keep some or all of the security deposit, or make an application for dispute resolution claiming against the deposit.*

*If the landlord does not return or file for dispute resolution to retain the deposit within fifteen days, and does not have the tenant's agreement to keep the deposit, the landlord must pay the tenant double the amount of the deposit.*

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

I find that the Tenant provided the Landlord with his forwarding address on May 19, 2016. I find that the Landlord failed to repay the security deposit to the Tenant, or make an application for dispute resolution against the security deposit, within 15 days of the date the Landlord received the Tenant's forwarding address.

Pursuant to section 38 (6) of the Act, the Landlord must pay the Tenant double the amount of the security deposit. I award the Tenant \$800.00 which is double the amount of the security deposit.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was successful with his claim, I order the Landlord to pay the \$100.00 cost of the filing fee for this hearing.

The Tenant is granted a monetary order in the amount of \$900.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlord is cautioned that costs of such enforcement are recoverable from the Landlord.

Conclusion

The Landlord failed to return the security deposit to the Tenant within 15 days of receiving the Tenant's forwarding address. Pursuant to section 38 (6) of the Act, the Landlord must pay the Tenant double the amount of the security deposit.

The Tenant is awarded a monetary order in the amount of \$900.00

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: January 16, 2017

---

Residential Tenancy Branch