



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR GP INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- authorization to recover the filing fee for its application from the landlord, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Issue to be Decided

Is the tenant entitled to a monetary award equivalent to double the value of their security deposit as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background, Evidence

The tenants' agent testimony is as follows. The tenancy began on July 1, 2013 and ended on January 31, 2016. The tenant was obligated to pay \$922.50 per month in rent in advance and at the outset of the tenancy the tenants paid a \$450.00 security deposit. The tenants' agent testified that a written condition inspection report was conducted at move in. The tenant's agent testified that at the move out condition inspection the tenant provided their forwarding address in writing on the inspection sheet. The tenants' agent is seeking the return of double the deposit $\$450.00 \times 2 + \900.00 . The tenants' agent is also seeking the recovery of the \$100.00 filing fee, the recovery of the \$210.00 key deposit and the \$45.75 laundry card deposit.

The landlords' agent gave the following testimony. The landlords' agent testified that the matter of the security deposit was addressed in a separate hearing on October 6, 2016 whereby the landlord was awarded the deposit. The landlords' agent testified that there

is no key deposit required so that claim should be dismissed. The landlords' agent testified that the tenant was charged for a replacement laundry card because she lost one and that it was a replacement cost and not a fee or deposit.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

The landlords' agents provided the file number in which the matter of the deposit was addressed and it is clear that the Arbitrator awarded that to the landlord. As that matter has already been dealt with, I dismiss the tenant's request for return of double the deposits as *res judicata* applies.

The landlord disputes the tenants' claim for a key or laundry card deposit. The tenant is the applicant in this matter and they bear the burden of providing sufficient evidence to support their claim. Based on the disputing evidence of the landlord, the tenants' insufficient documentary evidence before me, the tenant has not provided sufficient evidence to satisfy of these claims and I hereby dismiss the remainder of the tenants' application.

The tenant has not been successful in their application.

Conclusion

The tenants' application is dismissed in its entirety.

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: March 29, 2017

Residential Tenancy Branch