



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD FF

### **Introduction**

Both parties attended the hearing and the tenant provided evidence that she had served the landlord with the Application for Dispute Resolution by registered mail and the landlord agreed they had received it as stated. I find the documents were served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order to return double the security deposit pursuant to Section 38; and
- b) To recover the filing fee for this application.

### **Issue(s) to be Decided:**

Has the tenant proved on the balance of probabilities that she is entitled to the return of double the security deposit according to section 38 of the Act?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to present evidence and make submissions. The tenant said she had paid a security deposit of \$700 on March 5, 2016 and agreed to rent the unit for \$1300 a month. The tenant vacated the unit on September 1, 2016 pursuant to a fixed term tenancy agreement. The agreement was the subject of a previous hearing in March, 2017.

The landlord agreed these facts were correct and submitted the tenant's security deposit had been used as set off in the previous arbitration. They agreed that they still have to satisfy the monetary order awarded at that time which was the balance of the security deposit. In the hearing, they obtained the preference for its return to the tenant by cheque to the address on her application.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

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**Analysis:**

I find the matter of the security deposit was dealt with in the previous hearing in March 2017 with an amount being awarded to the landlord and the balance to be returned to the tenant. Pursuant to section 77(3) of the Act, I find that Decision was final and binding on the parties. I find I have no jurisdiction in this matter.

**Conclusion:**

Having found that I do not have jurisdiction in this matter I hereby dismiss all of the applicant's claims made herein. There shall be no recovery of the filing fee herein. As discussed with her in the hearing, if she has to enforce the monetary order, the Small Claims Court is the proper forum.

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: April 12, 2017

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Residential Tenancy Branch

