



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REALSTAR MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

On November 16, 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.

The Tenant appeared at the hearing; however, the Landlords did not. The Tenant provided affirmed testimony that she served the Landlords with the Notice of Hearing using Canada Post Registered Mail on November 18, 2016. The Tenant provided the Registered Mail receipt numbers as proof of service. I find that that the Notice of Hearing was served to the Landlords in accordance with sections 89 and 90 of the Act.

The hearing process was explained and the Tenant was asked if she had any questions. The Tenant provided affirmed testimony and was provided the opportunity to present her 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

The Tenant testified that she paid the Landlord a security deposit of \$675.00 at the start of the tenancy.

The Tenant testified that the Landlords did not return the security deposit within 15 days after the end of the tenancy and after providing the Landlord with her forwarding address in writing. The Tenant testified that she provided her forwarding address to the Landlord on October 31, 2016.

The Tenant testified that after she applied for Dispute Resolution, and served the Landlord with the Notice of Hearing, the Landlord returned double the amount of the security deposit to her. She testified she received \$1,350.00 from the Landlord in December 2016.

The Tenant is seeking to recover the cost of the filing fee.

Analysis

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

Section 38 (1) of the Act states that within 15 days after the later of the date the tenancy ends, and the date the Landlord receives the Tenant's forwarding address in writing, the Landlord must repay any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

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

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.

I find that the Tenant provided her forwarding address to the Landlords on October 31, 2016. There is no evidence before me that the Landlord applied for dispute resolution within 15 days of receiving the Tenant's forwarding address. I find that there was no agreement from the Tenant that the Landlord could retain the security deposit.

I find that the Landlord's breached section 38 of the Act. Pursuant to section 38(6) of the Act, the Landlords must pay the Tenant double the amount of the security deposit.

The Landlord paid the Tenant double the security deposit in December 2016.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenant had to apply for dispute resolution

to get her deposit returned, I order the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution.

I grant the Tenant a monetary order in the amount of \$100.00. The order must be served on the Landlord and may be enforced in the Provincial Court.

Conclusion

The Landlord returned double the security deposit to the Tenant prior to the hearing. I grant the Tenant a monetary order in the amount of \$100.00 for the cost of the filing fee.

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: May 17, 2017

Residential Tenancy Branch