



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding Blueridge Apartments Five Mile House
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied on July 10, 2017 for:

1. A Monetary Order for the return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on April 13, 2017 for:

1. An Order for unpaid rent or utilities - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. The Tenant attended and was ready to proceed on both the Landlord's application and the Tenant's application. I accept the Tenant's evidence that each named Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. As the Landlord did not attend the hearing to pursue its application I dismiss its application without leave to reapply. The Tenant was given full opportunity to be heard, to present evidence and to make submissions on its application.

Issue(s) to be Decided

Is the Tenant entitled to return of the security deposit?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on November 21, 2016 and ended on March 31, 2017. At the outset of the tenancy the Tenant paid the Landlord \$737.50 as a security deposit. The Tenant provided its forwarding address to the Landlord on April 7, 2017. The Landlord has not returned the security deposit. The Tenant does not seek return of double the security deposit.

Analysis

Section 38 of the Act provides 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 the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the Tenant's undisputed evidence that the security deposit has not been returned, considering that the Landlord's application has been dismissed and given that the Tenant is not seeking return of double the security deposit, I find that the Tenant has substantiated an entitlement to \$737.50. As the Tenant has been successful with its application I find that the Tenant is also entitled to recovery of the \$100.00 filing fee for a total entitlement of **\$837.50**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$837.50**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: September 18, 2017

Residential Tenancy Branch