



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Starlight Apartments Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and an agent for the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation allowed for under the *Residential Tenancy Act (Act)* and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The parties agreed the tenancy began on November 1, 2016 as a 1 year fixed term tenancy with a monthly rent of \$1,485.00 with a security deposit of \$742.50 and a pet damage deposit of \$742.50 paid. The tenancy ended on April 30, 2017.

The parties also agreed the tenant provided his forwarding address during the move out condition inspection when he wrote it on the Condition Inspection Report. The parties agreed the landlord dated a cheque June 16, 2017 for the return of both deposits, in the amount of \$1,485.00, which the tenant received during the month of June 2017.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

As both parties agree that the landlord was provided with the tenant's forwarding address on April 29, 2017; that the tenancy ended on April 30, 2017; and that the cheque for return of both deposits was dated June 16, 2017 I make the following findings:

1. The landlord had until May 15, 2017 to either return the deposits to the tenant or file an Application for Dispute Resolution seeking to claim against the deposits;
2. The landlord failed to comply with this requirement as set forth in Section 38(1); and
3. As a result, the tenant is entitled to double the amounts of both deposits less the amounts he has already received.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$1,585.00** comprised of \$1,485.00 for double the security deposit; \$1,485.00 for double the amount of the pet damage deposit and the \$100.00 fee paid by the tenant for this application less the \$1,485.00 already received by the tenant.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: December 18, 2017

Residential Tenancy Branch