



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNSD MNDC FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, dated June 28, 2017 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that the Landlord return all or part of the security deposit or pet damage deposit;
- a monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing in person and provided affirmed testimony. The Landlord did not attend the hearing.

The Tenant testified that the Application package was served on the Landlord by registered mail. According to the Tenant, tracking information confirmed the Application package was received on July 9, 2017. I find the Application package was received by the Tenant on July 9, 2017.

In addition, the Tenant testified a further documentary evidence package was served on the Landlord by registered mail on October 2, 2017. Again, the Tenant testified that tracking information confirmed receipt on October 4, 2017. I find the Tenant's additional documentary evidence was received by the Landlord on October 4, 2017. The Landlord did not submit documentary evidence in response to the Application.

The Tenant was given an opportunity to present evidence orally and in written and documentary form, and to 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

1. Is the Tenant entitled to an order that the Landlord return all or part of the security deposit or pet damage deposit?
2. Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss?
3. Is the Tenant entitled to an order granting recovery of the filing fee?

#### Background and Evidence

The Tenant confirmed the tenancy began on June 1, 2008, and ended on April 30, 2017. At the end of the tenancy, rent was due in the amount of \$1,250.00 per month. The Tenant paid a security deposit of \$575.00.

According to the Tenant, a forwarding address was provided to the Landlord, in writing, on April 28, 2017. However, the Landlord did not return the security deposit to the Tenant at that time. Rather, the Tenant testified the Landlord returned the security deposit to the Tenant two days after the Landlord was served with the Application package.

In addition, the Tenant testified the Landlord subsequently provided her with an additional payment of \$150.00 to cover the Tenant's expenses. During the hearing, the Tenant suggested this amount should be deducted from any award to which she may be entitled.

The Landlord did not attend the hearing to dispute the Tenant's evidence.

#### Analysis

Based on the unchallenged and affirmed documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 38(1) of the *Act* requires a landlord to repay the deposits to a tenant or make an application to keep the deposits by making an application for dispute resolution within 15 days after receipt of a tenant's forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to do one of these two things, section 38(6) of the *Act* confirms the tenant is entitled to the return of double the amount of the deposits.

In this case, the Tenant confirmed, and I find, that she provided her forwarding address to the Landlord on April 28, 2017. The Landlord had until May 13, 2017, to return the security deposit to the Tenant or make a claim against it by filing an application for dispute resolution. She did neither. Instead, the Landlord returned the security deposit to the Tenant on or about July 11, 2017, after the Tenant served her with the Application package. Accordingly, pursuant to section 38 of the *Act*, I find the Tenant is entitled to recover double the amount of the security deposit, plus interest on the original security deposit amount, plus the filing fee, less payments already made by the Landlord. Interest was determined using the interest calculator available on the Residential Tenancy Branch website.

Pursuant to section 67 of the *Act*, I grant the Tenant a monetary order in the amount of \$530.04, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Double security deposit (\$575.00 x 2):	\$1,150.00
Interest (June 1, 2008 – July 11, 2017):	\$5.04
Filing fee:	\$100.00
LESS security deposit received:	(\$575.00)
LESS additional payment from Landlord:	(\$150.00)
<b>TOTAL:</b>	<b>\$530.04</b>

### Conclusion

I grant the Tenant a monetary order in the amount of \$530.04. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 19, 2017

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Residential Tenancy Branch