



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Meg Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, OLC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the return of the security deposit - Section 38;
2. An Order for the Landlord’s compliance - Section 62; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

The Tenant states that it only received the Landlord’s evidence package that was sent by registered mail on April 13, 2017. The Tenant wishes to have the evidence set aside for being late. The Landlord does not object to the evidence being set aside. Given the position of the Parties I set aside the evidence package although I note that there is very little relevant evidence in the package and no evidence that is disputed between the Parties in relation to the claim for return of the security deposit.

Issue(s) to be Decided

Is the Tenant entitled to return of double the security deposit?

Is the Tenant entitled to an order for the Landlord’s compliance?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are agreed facts: The tenancy stated on July 31, 2015 and ended on April 30, 2017. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit. The Tenant provided its forwarding address to the Landlord on April 30, 2017 on the move-out report. The Landlord returned only \$380.00 of the security deposit. The Tenant did not provide any written authorization for the Landlord to retain any amount of the security deposit and the Landlord did not make an application for dispute resolution claiming against the security deposit.

The Tenant claims 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 undisputed evidence of the provision of the forwarding address and considering that the Landlord only returned a portion of the security deposit without the written authorization of the Tenant or without making an application to claim against the security deposit I find that the Landlord must now pay the Tenant double the security deposit plus zero interest of **\$900.00**. Deducting the amount already returned to the Tenant of **\$380.00** leaves **\$520.00** to be returned to the Tenant.

As the tenancy is over and as a claim for the Landlord's compliance is only relevant to an ongoing tenancy, I dismiss this claim. As the Tenant has been otherwise successful I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$620.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$620.00**. 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: April 23, 2018

Residential Tenancy Branch