



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD / FFT

Introduction

On May 7, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") requesting a Monetary Order for the return of her security deposit and to recover the cost of the Filing Fee. On May 8, 2018, the Tenant submitted an Amendment to an Application and requested double the return of her security deposit. The matter was set for a participatory hearing via conference call.

The Landlord, the Tenant and an advocate for the Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before 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

Should the Tenant receive a Monetary Order for double the amount of her security deposit?

Should the Tenant be reimbursed for the Filing Fee for this Application for Dispute Resolution?

Background and Evidence

The Tenant and the Landlord agreed to the following:

The Tenant moved into the rental unit in August of 2015 and paid the monthly rent of \$1,400.00, due on the first of each month. The Landlord collected a security deposit of \$700.00.

On August 15, 2015 a move-in inspection was completed between an agent of the Landlord's and the Tenant.

On February 26, 2018, the Tenant provided written notice to the Landlord that the tenancy would be ending on March 31, 2018. Within the written notice, the Tenant also provided her forwarding address to the Landlord.

The Tenant moved out of the rental unit on March 31, 2018 and completed a move-out inspection with the Landlord's real estate agent on April 1, 2018.

Tenant's Evidence

The Tenant testified that she applied for Dispute Resolution when she did not receive her security deposit from the Landlord by May 7, 2018. On May 8, 2018, the Tenant amended her Application and requested double the security deposit as the Landlord had not returned the security deposit within fifteen days of the Tenant vacating the rental unit and providing her forwarding address.

On June 1, 2018, the Tenant received an e-transfer of \$700.00, one half of her claim, from the Landlord.

The Tenant stated that there was no written agreement for the Landlord to retain any of the security deposit, nor had there been any previous orders to give the Landlord a legal right to retain the security deposit. The Tenant stated that she should receive another \$700.00 to address her claim of receiving double her security deposit.

Landlord's Evidence

The Landlord acknowledged that she was late in returning the security deposit and felt it was unfair that the Tenant was claiming double the amount. The Landlord alleged that the Tenant had previously committed several breaches of the Act; however, that the Landlord did not formally pursue Dispute Resolution or make any complaints. The Landlord felt that she had complied with many of the requests made by the Tenant over

the years and was disappointed that the Tenant was pursuing double the security deposit.

The Landlord e-transferred \$700.00 to the Tenant on June 1, 2018.

Analysis

Section 38 of the Act states that the Landlord has fifteen days, from the later of the day the tenancy ends or the date the Landlord received the Tenant's forwarding address in writing to return the security deposit to the Tenant, reach written agreement with the Tenant to keep some or all of the security deposit, or make an Application for Dispute Resolution claiming against the deposit. 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, under Section 38(6) of the Act.

I accept both the Tenant's and Landlord's testimony and evidence that the Tenant requested her \$700.00 security deposit, notified the Landlord of her forwarding address and moved out of the rental unit on March 31, 2018.

I have no evidence before me that the Landlord returned the balance of the security deposit, reached written agreement with the Tenant to keep some or all of the security deposit or made an Application for Dispute Resolution claiming against the deposit. For these reasons, I find the Landlord must reimburse the Tenant twice the amount of the outstanding security deposit for a total of \$1400.00, pursuant to Section 38(6) of the Act.

As the Landlord has already returned \$700.00 of the \$1,400.00 to the Tenant, I find that the Tenant has established a monetary claim for the remaining balance, for a total amount of \$700.00.

As the Tenant's Application has merit, the Tenant should be reimbursed for the \$100.00 Filing Fee for this Application for Dispute Resolution.

Conclusion

The Tenant has established a monetary claim, in the amount of \$800.00, which includes the outstanding balance for double the security deposit in the amount of \$700.00 and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Based on these determinations I grant the Tenant a Monetary Order for \$800.00. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia 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: June 14, 2018

Residential Tenancy Branch