



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, 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 double the security deposit - Section 38; and
2. 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.

Issue(s) to be Decided

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

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are agreed facts: The tenancy started on June 18, 2017 and the Tenant moved out of the unit on October 29, 2017. Rent of \$950.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$200.00 as a security deposit. No move-in inspection was conducted. The Tenant provided her forwarding address to the Landlord on October 29, 2017. The Landlord did not return the security deposit and has not made an application for dispute resolution to claim against the security deposit.

The Tenant claims return of double the security deposit. The Landlord states that the security deposit was retained for damages to the unit left by the Tenant.

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 that the Landlord received the Tenant's forwarding address and had not returned the security deposit or made an application claiming against the security deposit I find that the Landlord must now pay the Tenant double the security deposit plus zero interest of **\$400.00**. As the Tenant has been successful with its claim I find that the Tenant is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$500.00**. The Landlord must pay this to the Tenant forthwith but remains at liberty, subject to the applicable limitation period, to make a claim against the Tenant should the Tenant have caused any damage or losses during the tenancy.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$500.00**. 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: August 14, 2018

Residential Tenancy Branch