



# Dispute Resolution Services

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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. A Monetary Order for compensation - Section 67; 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. The Tenant confirms that the compensation claim is a claim for return of the security deposit and that the Tenant is seeking return of double the security deposit.

### 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 September 17, 2016 and ended on March 31, 2017. At the outset of the tenancy the Landlord collected \$1,375.00 as a security deposit. The Landlord received the Tenant's forwarding address on January 16, 2018. The Tenant attended and complied with both a move-in and move-out inspection.

The Landlord states that the Landlord had financial and medical difficulties and wanted to return the security deposit within two weeks of receiving the Tenant's forwarding address but that the Tenant refused to wait. The Landlord confirms that the Tenant did not provide any written authorization for the Landlord to retain any amount of the security deposit. The Landlord confirms that the security deposit was not returned and that the Landlord has not made an application to claim 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. There is nothing in the Act that provides any relief to a landlord for financial or medical reasons in relation to a landlord's positive requirement to act on a security deposit within the time limits required. Based on the undisputed evidence that the Landlord received the Tenant's forwarding address and did not return the security deposit or make 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 **\$2,750.00**.

As the Tenant's claim has been successful I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,850.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$2,850.00**. 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 Act.

Dated: August 31, 2018

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Residential Tenancy Branch