



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit, for compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on April 6, 2018. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of the security deposit?
2. Is there a loss or damage to the Tenant?
3. Is the Tenant entitled to compensation and if so how much?

Background and Evidence

This tenancy started on November 1, 2017 as 6 month fixed term tenancy. The tenancy ended March 31, 2018. Rent was \$775.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$387.50 at the start of the tenancy.

The Tenant said that she moved out of the rental unit on March 31, 2018 one month prior to the fixed term of the tenancy because the Landlord’s were operating an illegal suite and she was requested to move her bedroom out of the suite and into the Landlord’s house upstairs from the basement suite. The Tenant said she left her forwarding address in writing in the suite on move out, March 31, 2018 and then text her forwarding address to the Landlord on April 7, 2018. The Tenant said a move in condition inspection was done, but she did not sign it and a move out condition

inspection report was completed and signed. The Tenant continued to say that she cleaned the unit before leaving and she asked the Landlord for her security deposit back. The Tenant said she has not received her security deposit back as of yet.

Further the Tenant said she is requesting \$50.00 for the laundry not working for 6 weeks and to recover the filing fee of \$100.00.

The Landlord said that she has not returned the Tenant's security deposit and she did not make an application to retain all or part of it. The Landlord said she did not know she had to make a separate application to the Tenant's application. Further the Landlord said she did compensate the Tenant \$75.00 in rent for the laundry not working so she believes that issue has been dealt with.

The Tenant agreed the Landlord did compensate her \$75.00 in rent and she thought it was partially for the laundry not working and the change of living situation the Landlord had imposed on her because of the illegal suite.

There was some additional discussion about tenancy matters not related to the Tenant's application and the parties said they had no additional comments for their closing remarks.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I accept the Tenant's testimony that she gave the Landlord a forwarding address in writing on March 31 and April 7, 2018. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by April 15, 2018. Consequently I find for the Tenant and grant an order for double the security deposit of \$387.50 in the amount of $\$387.50 \times 2 = \775.00 .

Further I accept the testimony of both parties that there has been compensation paid to the Tenant in March, 2018 for the laundry issues. Consequently I dismiss the Tenant's claim of \$50.00 for compensations for the laundry not working.

As the Tenant was successful in this matter I order the Tenant to recover the filing fee of \$100.00 from the Landlord. Pursuant to section 67 a monetary order for \$875.00 is issued to the Tenant. This order represents double the security deposit in the amount of \$775.00 and \$100.00 to recover the filing fee.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38, 67 and 72 of the Act, I grant a Monetary Order for \$875.00 to the Tenant. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims court) 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: September 10, 2018

Residential Tenancy Branch