



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FFT

Introduction

On January 31, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for the return of his security deposit and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided 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 the return of his security deposit, in accordance with Section 67 of the Act?

Should the Tenant be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

The Landlord and the Tenant agreed on the following terms of the tenancy:

The month-to-month tenancy began on September 1, 2016 and the monthly rent was \$1,685.12 by the end of the tenancy. The Tenant paid and the Landlord currently holds a security deposit of \$812.50.

The Tenant testified that he moved out of the rental unit on January 1, 2018. On that date, he completed a move-out condition report with the Landlord and provided his forwarding address.

The Tenant stated that he had not received his security deposit from the Landlord by January 31, 2018 and; therefore, applied for Dispute Resolution with the Residential Tenancy Branch. The Tenant is claiming double the amount of his security deposit.

The Landlord stated that they did not apply for Dispute Resolution and were willing to pay the Tenant double the amount of his security deposit.

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, or other authority under the Act, the Landlord must pay the Tenant double the amount of the deposit.

I accept the Tenant's undisputed testimony and evidence that they requested their \$812.50 security deposit and notified the Landlord of their forwarding address on January 1, 2018.

The Landlord acknowledged that they did not return the security deposit, did not make an agreement with the Tenant to keep some of the security deposit and did not make an Application for Dispute Resolution claiming against the deposit. For these reasons, I find the Landlord must reimburse the Tenant double the amount of the outstanding security deposit for a total of \$1,625.00, pursuant to Section 38 of the Act.

I find that the Tenant's claim has merit and that he should be reimbursed \$100.00 for the filing fee.

The Tenant has established a monetary claim in the amount of \$1,725.00, which includes \$1,625.00 for double the security deposit and the \$100.00 in compensation for the filing fee for this Application for Dispute Resolution. Based on these determinations, I grant the Tenant a Monetary Order for \$1,725.00, in accordance with Section 67 of the Act.

Conclusion

I grant the Tenant a Monetary Order for the amount of \$1,725.00, in accordance with Section 67 of the Act. 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: September 12, 2018

Residential Tenancy Branch