



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

On June 28, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for the return of the 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 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 the return of double the balance of their security deposit, pursuant to Sections 38 and 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 Tenant and the Landlord agreed on the following terms of the Tenancy Agreement:

The most recent, fixed term tenancy began on January 1, 2017 and continued on as a month-to-month after June of 2017. By the end of the tenancy, the Tenant was paying \$1,300.00 a month for rent. The Landlord collected a security deposit of \$600 from the tenants (The Tenant was one of two tenants who shared the rental unit and jointly paid the security deposit). The Tenant moved out of the rental unit on September 30, 2017.

The Landlord testified that she received the Tenant's forwarding address via registered mail in mid-October 2017. The Landlord calculated the costs for repairing some damage and cleaning of the rental unit, completed a security deposit refund form and sent a copy of the form to the Tenant, along with an \$86.00 cheque, within a week.

The Landlord acknowledged that she did not receive written consent from the Tenant to keep a portion of the security deposit, nor did she apply for Dispute Resolution with the Residential Tenancy Branch.

The Tenant testified that they did provide the Landlord consent to keep \$94.00 of the security deposit for the electricity bill; however, no other deductions were discussed or consented to. The Tenant is claiming for double the amount of the outstanding 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 \$600.00 security deposit and notified the Landlord of their forwarding address on October 12, 2017, in accordance with Sections 88 and 90 of the Act.

I have no evidence before me that the Landlord returned the balance of the security deposit, reached written agreement with the Tenant to keep the security deposit (other than \$94.00) or made 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 \$926.00, pursuant to Section 38 of the Act.

I find that the Tenant's Application has merit and that the Tenant should be reimbursed for the cost of the filing fee in the amount of \$100.00.

I issue a Monetary Order in the Tenant's favour under the following terms, which allows the Tenant to recover double the balance of their security deposit and the filing fee for this Application:

Item	Amount
Security deposit	\$600.00
Less \$94.00 for electrical bill - as consented by the Tenant	506.00
Doubling of balance of \$506.00 in accordance with Sec. 38 of the Act	1,012.00
Less \$86.00 returned by LL	926.00
Recovery of Filing Fee for this Application	100.00
Total Monetary Order	\$1,026.00

Conclusion

I grant the Tenant a Monetary Order for the amount of \$1,026.00, 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: November 14, 2018

Residential Tenancy Branch