



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC EDGE PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

This hearing was scheduled in response to the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for return of the security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant and the landlord's agent (the "landlord") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed she was an agent of the landlord's company named in this application, and had authority to speak on its behalf.

At the outset of the hearing, the landlord confirmed that she had received the tenant's application and evidence. The landlord also confirmed that she did not provide any documentary evidence of her own for this hearing. As the landlord did not raise any issues regarding service of the application or the evidence, I find that the landlord was duly served with these documents in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for return of the security deposit?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

As per the submitted tenancy agreement and testimony of the landlord, the tenancy began on February 1, 2017 on a fixed term until January 31, 2018 at which time the tenancy continued on a month-to-month basis. Rent in the amount of \$1,500.00 was payable on the first of each month. The tenant remitted a security and pet deposit in the total amount of \$1,500.00 at the start of the tenancy. The tenant vacated the rental unit on August 15, 2018.

The parties agreed that upon vacating the rental unit on August 15, 2018, the tenant provided the landlord with her forwarding address in writing. The landlord contended that the rental unit was left unclean and as a result she retained \$225.00 of the security deposit. The tenant confirmed receipt of a cheque in the amount of \$1,275.00 from the landlord on August 27, 2018. During the hearing, the parties agreed the tenant did not authorize the landlord in writing, to retain any portion of the security deposit.

### Analysis

Section 38 of the *Act* establishes that a landlord has fifteen days from the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to file an arbitration application claiming against the deposit, or return the deposit. The tenant may waive their right to the return of the security deposit through written authorization to the landlord. In the absence of written authorization from the tenant, the landlord must return the security deposit or file an application within fifteen days. Should the landlord fail to do this, the landlord must pay the tenant double the amount of the security deposit.

The landlord received the forwarding address on August 15, 2018. The landlord did not file an arbitration application to retain the deposit, the landlord did not return the full deposit and the landlord did not receive written authorization to retain it. Based on this, I find the tenant is entitled to double the value of her security deposit in the amount of \$3,000.00 less the \$1,275.00 already paid to the tenant for a total of \$1,725.00.

As the tenant was successful in this application, I find that the tenant is entitled to recover the \$100.00 filing fee paid for the application, for a total award of \$1,825.00.

### Conclusion

I issue a monetary order in the tenant's favour in the amount of \$1,825.00 against the landlord.

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: January 11, 2019

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Residential Tenancy Branch