



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of a deduction off her security deposit, for the cost of moving and for the recovery of the filing fee. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented herself. The landlord was represented by his agent.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issue to be Decided**

Did the tenant provide the landlord with her forwarding address in writing? Did the landlord return the security deposit in a timely manner? Did the landlord retain a portion of the deposit without the tenant's consent? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

Both parties agreed to the following: The tenancy started on April 2015. Prior to moving in the tenant paid a security deposit of 450.00. The tenancy ended on June 29, 2019.

A move out inspection was conducted on that day and no discrepancies were identified other than a locked door in the rental unit. The tenant stated that she was never given a key and therefore she did not have one to return. The tenant stated that the door allowed access to the laundry room and always stayed open.

The landlord stated that the tenant was given a key and because she did not return it the landlord had to hire a locksmith to open the door. The landlord filed a copy of the locksmith's invoice in the amount of \$126.00. The landlord returned the security deposit to the tenant after making a deduction of \$126.00.

The tenant filed this application for the return of the deduction and also claimed the cost of moving. The tenant stated that the landlord harassed her by knocking on her door and creating noise disturbances. The tenant stated that she was forced to move and decided to purchase a home. The landlord filed a copy of the land title indicating that the tenant purchased the home in early June 2019.

The tenant is claiming \$500.00 for moving costs as she believes that she was forced to move out due to harassment by the landlord. The tenant is also claiming the recover of the filing fee of \$100.00.

### **Analysis**

Based on the testimony of the tenant, I find that she has not proven that the reason for her move was harassment by the landlord. The tenant agreed that she purchased a home in early June and moved out on June 29, 2019. I find that the tenant is responsible for the cost of moving and therefore her claim for \$500.00 is dismissed.

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. In this case, the tenant gave the landlord her forwarding address on the day she moved out, during the move out inspection. The landlord was required to return the deposit within 15 days of receiving the forwarding address.

The landlord sent the tenant a cheque in the amount of \$324.00 which represented the security deposit minus the cost of the locksmith. The tenant stated that she did not agree to the deduction.

Based on the above, I find that the landlord failed to repay the full deposit or make an application for dispute resolution within 15 days of the receipt of the forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The security deposit paid was \$450.00. Accordingly, the landlord must return \$900.00 to the tenant. The tenant confirmed that she has already received a cheque in the amount of \$324.00 and has cashed it.

The landlord has already returned \$324.00 to the tenant leaving a balance of \$576.00 owed to the tenant. Since the tenant has proven her case, she is also entitled to the recovery of the filing fee of \$100.00. Overall the tenant has established a claim as follows:

1.	Return of double the deposit	\$900.00
2.	Filing fee	\$100.00
	Total	<b>\$1,000.00</b>
	Minus amount received by tenant	-\$324.00
	Balance	<b>\$676.00</b>

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Regarding the landlord's claims relating to losses he may have suffered, I am not able to hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's application. The landlord is at liberty to file his own application for damages against the tenant.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$676.00**

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 19, 2019

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Residential Tenancy Branch