



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38
2. An Order to recover the filing fee for this application - Section 72.

The Tenants and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Preliminary Matter

The Landlord states that it did not receive the Tenant’s application for dispute resolution within the time required. When asked, the Landlord did not provide any evidence that the late receipt of the application caused the Landlord to be unprepared or otherwise hindered for the hearing. As the late provision of the service of the application to the Landlord has caused no prejudice to the Landlord’s ability to dispute the Tenant’s claims in its application, I consider that nothing comes of this late provision.

### Issue(s) to be Decided

Is the Tenant entitled to return of double the security and pet deposit?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The following are agreed or undisputed facts: The tenancy under written agreement started on October 15, 2014. Rent of \$1,860.00 was payable monthly. At the outset of the tenancy the Landlord collected \$850.00 as a security deposit and \$425.00 as a pet deposit. The Tenant mailed its forwarding address to the Landlord on October 1, 2019 and the Landlord received the forwarding address. The Landlord returned \$315.75 to the Tenant and retained the remaining security and pet deposit. The Landlord did not have any written authorization from the Tenant to retain any portion of the security and pet deposit. The Landlord did not make an application for dispute resolution to claim against any portion of the security and pet deposit.

The Tenant does not waive any entitlement to return of double the security and pet deposit.

### Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenant double the combined security and pet deposit plus zero interest of **\$2,550.00**. As the Tenant's claim has been successful, I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,650.00**. Deducting the **\$315.75** already paid to the Tenant leaves **\$2,334.25** owed to the Tenant.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$2,334.25**. If necessary, this order may be filed in the 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 Act.

Dated: February 24, 2020

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Residential Tenancy Branch