



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, MNDCT, FFT

Introduction

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

1. An Order for the return of double the security deposit - Section 38;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

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

Preliminary Matter

The Tenants confirm that the claim for compensation is in relation to claimed breaches by the Landlord during the tenancy. Some discussion took place over the provision of evidence to support the claim.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. Regardless of the provision of evidence to support the compensation claim as this matter is not related to the claim for the return of the security deposit, I dismiss this claim with leave to reapply. Leave to re-apply is not an extension of any applicable limitation period.

Issue(s) to be Decided

Are the Tenants entitled to return of double the security deposit?

Are the Tenants entitled to recovery of the filing fee?

Background and Evidence

The following are agreed facts: the tenancy under written agreement started on June 1, 2019 on a fixed term to end November 30, 2019. Rent of \$2,500.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,250.00 as a security deposit. The Tenants moved out of the unit on July 31, 2019. The Landlord received the Tenants' forwarding address at the move-out inspection on August 1, 2019. The Landlord did not make an application to claim against the security deposit and has not returned the security deposit. The Landlord does not dispute that the Tenant is entitled to return of double the security 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. Based on the agreed facts I find that the Tenants have substantiated an entitlement to return of double the security deposit plus zero interest of **\$2,500.00**. As the Tenants have been successful with its claim, I find that the Tenants are also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,600.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$2,600.00**. 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 RTB under Section 9.1(1) of the Act.

Dated: May 11, 2020

Residential Tenancy Branch