



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD-DR, FFT

Introduction

This hearing was reconvened in response to an application made July 19, 2020 by the Tenant 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; and
2. 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 Tenant states that it did not receive the Landlord’s evidence. The Landlord states that it sent its evidence to the Tenant by registered mail on October 29, 2020. The Landlord’s evidence was noted to be comprised of a copy of a tenancy agreement between the Parties and a written submission from the Landlord. As the Landlord’s copy of the tenancy agreement is the same as the Tenant’s copy provided as evidence, I determined that the Tenant was not being prejudiced by not having received that part of the Landlord’s evidence package. The Landlord’s submission may be provided orally at the hearing.

Issue(s) to be Decided

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

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are agreed or undisputed facts: The Tenant was in a previous tenancy with the Landlord. On March 1, 2019 the tenancy was put under a written agreement with the Tenant and two other persons. The Landlord holds a security deposit of \$525.00 for this tenancy carried over from a previous tenancy. The tenancy ended on March 31, 2020. The Landlord received the Tenant's forwarding address no later than July 23, 2020. The Landlord has not made an application to retain the security deposit and has not returned the security deposit.

The Tenant claims return of the security deposit. The Landlord states that the deposit was not returned because of damages to the unit.

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 undisputed evidence of receipt of the forwarding address, no application being made to claim against the security deposit and no security deposit being returned to the Tenant, I find that the Landlord must now pay the Tenant double the security deposit plus zero interest of **\$1,050.00**. 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 **\$1,150.00**. Subject to any relevant limitation dates, the Landlord remains at liberty to make its own application for dispute resolution.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,150.00**. 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 Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 10, 2020

Residential Tenancy Branch