



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ECO-WORLD PROPERTY MANAGEMENT and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSDS-DR, FFT

### Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding pursuant to section 38.1 of the *Residential Tenancy Act* (the “*Act*”) and dealt with an Application for Dispute Resolution by the Tenant for a monetary order for the return of a security deposit and to recover the filing fee.

The Tenant submitted a copy of a signed Proof of Service Tenant Notice of Direct Request Proceeding which declares that the Tenant served the Landlord with the Notice of Dispute Resolution Proceeding and supporting documents by registered mail on July 27, 2021, which service was witnessed by H.J. The Tenant also provided copies of Canada Post receipts containing the tracking number in support of service in this manner. Pursuant to sections 89 and 90 of the *Act*, I find that the Landlord is deemed to have received these documents on August 1, 2021, five days after they were mailed.

### Issues to be Decided

1. Is the Tenant entitled to monetary compensation for the return of a security deposit pursuant to sections 38 and 67 of the *Act*?
2. Is the Tenant entitled to recover the filing fee pursuant to section 72 of the *Act*?

### Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Tenant submitted the following relevant evidentiary material:

- A copy of a signed residential tenancy agreement indicating a monthly rent of \$2,050.00 and a security deposit of \$1,025.00, for a tenancy commencing on January 1, 2020;
- A bank receipt dated November 18, 2019 confirming payment of \$1,025.00 to the Landlord;
- A copy of a Condition Inspection Report confirming a move-in condition inspection on December 27, 2019 and a move-out condition inspection on January 28, 2021, which includes the Tenant's forwarding address;
- A copy of an email to V. dated January 28, 2021 providing the Tenant's forwarding address;
- A copy of a Proof of Service Tenant Notice of Forwarding Address for Return of Security and/or Pet Damage Deposit indicating that the Tenant's forwarding address was given to the Landlord on the Condition Inspection Report and by email on January 28, 2021;
- A copy of a Tenant's Direct Request Worksheet dated July 13, 2021 indicating the amount of the security deposit paid (\$1,025.00), the amount of the security deposit returned to the Tenant (\$535.40), and that the tenancy ended on January 28, 2021; and
- A copy of a cheque payable from the Landlord to the Tenant in the amount of \$535.40, dated February 12, 2021.

### Analysis

Section 38(1) of the *Act* states that the landlord has fifteen days after receiving the tenant's forwarding address in writing or the end of tenancy, whichever is later, to either return the deposits in full or make a claim against them by making an application for dispute resolution.

Section 38(6) of the *Act* states that if the landlord does not return the deposits or file a claim against them within the fifteen days, the landlord must pay the tenant double the amount of the deposits. The language in this provision is mandatory.

I have reviewed all documentary evidence and I find that the Tenant paid a security deposit in the amount of \$1,025.00 as indicated in the tenancy agreement and the Tenant's Direct Request Worksheet. I also find that the Landlord returned \$535.40 to the Tenant by cheque dated February 12, 2021.

Further, I accept the following declarations made by the Tenant on the Tenant's Direct Request Worksheet:

- The Tenant has not provided consent for the Landlord to keep all or part of the security deposit;
- There are no outstanding monetary orders against the Tenant for this tenancy; and
- The Tenant has not extinguished their right to the deposits in accordance with sections 24(1) and 36(1) of the *Act*.

Based on the documentary evidence submitted, including the Tenant's email notice to end the tenancy dated December 22, 2020 and the Landlord's response on the same date, I find that the tenancy ended on January 31, 2021, in accordance with section 45(1) of the *Act*.

I find that the Landlord received the Tenant's forwarding address in writing on the Condition Inspection Report and by email on January 28, 2021.

I accept the evidence before me that the Landlord has failed to return the full amount of the security deposit to the Tenant and has not filed an Application for Dispute Resolution requesting to retain the security deposit by February 15, 2021, within the fifteen days granted under section 38(1) of the *Act*.

Based on the foregoing, I find that the Landlord must pay the Tenant double the amount of the security deposit in accordance section 38(6) of the *Act*.

Policy Guideline #17 provides examples of different ways a security deposit may be doubled when an amount has been deducted. In this case, I find Example A is most like the current circumstances:

*Example A: A tenant paid \$400 as a security deposit. At the end of the tenancy, the landlord held back \$125 without the tenant's written permission and without an order from the Residential Tenancy Branch. The tenant applied for a monetary order and a hearing was held.*

*The arbitrator doubles the amount paid as a security deposit (\$400 x 2 = \$800), then deducts the amount already returned to the tenant, to determine the amount of the monetary order. In this example, the amount of the monetary order is \$525.00 (\$800 - \$275 = \$525).*

[Reproduced as written.]

Following the example provided in Policy Guideline #17, I find the Tenant is entitled to a monetary award for double the amount of the security deposit in the amount of \$1,514.60, which has been calculated as follows:

$$\mathbf{\$1,025.00 \times 2 = \$2,050.00}$$

$$\mathbf{\$2,050.00 - \$535.40 = \$1,514.60}$$

Having been successful, I also find the Tenant is entitled to recover the \$100.00 filing fee paid to make the application.

### Conclusion

Pursuant to sections 38, 67, and 72 of the *Act*, I grant the Tenant a monetary order in the amount of \$1,614.60 for the return of double the security deposit and in recovery of the filing fee. The order must be served on the Landlord. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: August 11, 2021

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Residential Tenancy Branch