



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSDB-DR, FFT

### 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 the return of 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.

### Issue(s) to be Decided

Is the Tenant entitled to return of the security deposit?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The following are agreed facts: the tenancy started on April 1, 2020 and ended on April 30, 2021. At the outset of the tenancy the Landlord collected \$1,497.50 as a security deposit and \$1,497.50 as a pet deposit. On March 31, 2021 the Tenant gave the Landlord in person written notice to end the tenancy that included the Tenant’s forwarding address. On May 10, 2021 the Landlord returned \$2,031.64 of the security deposit retaining the remaining \$963.36. The Landlord made no application to retain the security deposit.

The Landlord states that the Parties mutually agreed not to conduct a mutual move-in inspection because of COVID. The Tenant states that no offers were made for a move-

in inspection, no inspection report was ever provided and there was no discussion with the Landlord about not conducting a move-in inspection because of COVID.

### 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 that the Landlord received the Tenant's forwarding address, did not return the full security and pet deposits to the Tenant and did not make an application to retain any portion of the security or pet deposit, I find that the Landlord must now pay the Tenant double the combined security and pet deposits of **\$5,990.00**.

Deducting the **\$2,031.64** already paid to the Tenant leaves **\$3,958.36** owed to the Tenant. As the Tenant has been successful with their claim, I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$4,058.36**.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$4,058.36**. 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: December 1, 2021

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Residential Tenancy Branch