



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, 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 to the filing fee?

Background and Evidence

The following are agreed or undisputed facts: the tenancy started on March 1, 2021 and ended on December 1, 2021. Rent of \$1,400.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$700.00. The Tenant provided their forwarding address to the Landlord in a letter dated October 25, 2021, containing the Tenant’s notice to end the tenancy. The Landlord returned \$300.00 and retained \$300.00 for damages to the unit. The Tenant did not provide any written authorization for the Landlord to retain any part of the security deposit and the Landlord made no application to claim against 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 undisputed facts that the Landlord received the forwarding address and retained a portion of the security deposit without written authorization from the Tenant or through application for dispute resolution, I find that the Landlord must now pay the Tenant double the security deposit plus zero interest of **\$1,400.00**. As the Tenant has been successful with their application, I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,500.00**. Deducting the **\$300.00** already paid to the Tenant leaves **\$1,200.00** owed to the Tenant.

The Landlord is at liberty to make an application for dispute resolution in relation to damages to the unit.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,200.00**. 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: February 14, 2022

Residential Tenancy Branch