



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 signed Proof of Service Tenant Notice of Direct Request Proceeding documents which declare that the Tenant served each of the Landlords with the Notice of Dispute Resolution Proceeding and supporting documents by registered mail on January 29, 2022, which service was witnessed by LW. The Tenant provided copies of Canada Post registered mail receipts confirming the date and time of purchase and including the tracking numbers. Pursuant to sections 89 and 90 of the Act, I find that the Landlords are deemed to have received these documents on February 3, 2022, 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 \$1,300.00 and a security deposit of \$650.00, for a tenancy commencing on December 15, 2019;
- A copy of an edited and redacted bank statement in support of payment of a security deposit of \$650.00;
- A copy of a Condition Inspection Report (#RTB-27) confirming the move-out condition inspection occurred on November 30, 2021, and providing the Tenant's forwarding address in writing;
- A copy of an email to the Landlords dated November 30, 2021, attaching a copy of the Condition Inspection Report completed on the same date;
- A copy of a Proof of Service Tenant Notice of Forwarding Address for Return of Security and/or Pet Damage Deposit confirming service of the Tenant's forwarding address by attaching a written letter to the garage side door on November 28, 2021, and on the Condition Inspection Report and by email on November 30, 2021;
- A copy of a hand-written letter dated November 28, 2021, providing a forwarding address in writing; and
- A copy of a Tenant's Direct Request Worksheet dated December 24, 2021, confirming the amount of the security deposit paid (\$650.00) and that the tenancy ended on December 31, 2020.

### Analysis

Section 38(1) of the Act states that a landlord has fifteen days from the end of tenancy and the date they received the forwarding address to either return the deposits in full or make an application for dispute resolution claiming against the deposits.

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.

I have reviewed all documentary evidence and I find that the Tenant paid a security deposit in the amount of \$650.00, as indicated in the tenancy agreement and the Tenant's Direct Request Worksheet.

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

- The Tenant has not provided consent for the Landlords 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 security deposit in accordance with sections 24(1) and 36(1) of the Act.

I accept the Tenant's statement on the Tenant's Direct Request Worksheet that the tenancy ended on November 30, 2021.

In accordance with sections 88 and 90 of the Act, I find that the Landlords received the Tenant's forwarding address in writing on November 30, 2021, as indicated on the on the Condition Inspection Report and on the Proof of Service Tenant Notice of Forwarding Address for Return of Security and/or Pet Damage Deposit.

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

Based on the foregoing, I find that the Landlords must pay the Tenant double the amount of the security deposit in accordance sections 38(6) of the Act, which totals \$1,300.00 (\$650.00 x 2). Although the Tenant requested an additional \$65.00 for "printing of dispute paperwork and registered mail in order to serve the paperwork to the two (2) landlords", I find these costs are not recoverable.

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

Conclusion

Pursuant to sections 38 and 67 of the Act, I grant the Tenant a monetary order in the amount of \$1,400.00 for the return of double the security deposit and in recovery of the filing fee. The order must be served on the Landlords. 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: March 10, 2022

---

Residential Tenancy Branch