



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Diverse Property Management
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, 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 double the security deposit - Section 38;
2. A Monetary Order for compensation - Section 67; and
3. 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. The Landlord confirms receipt of the Tenant’s application and evidence package. The Tenant confirms receipt of the Landlord’s evidence. The Parties confirm that they are not using a recording device for the hearing.

Preliminary Matter

The Landlord submits that the Tenant’s application was made beyond the limitation period. The Parties agree that the tenancy ended on December 31, 2019. The Tenant confirms that their application herein was made on December 30, 2021.

Section 60 of the Act provides that an application for dispute resolution must be made within 2 years of the date that the tenancy to which the matter relates ends or is assigned. Given the undisputed evidence of the tenancy end date and as the Tenant’s

application was made within the 2-year period, I find that the application was made within the time allowed.

The application does not set out particulars for the compensation claim but refers to a document. The Tenant clarifies that the claim is in relation to the Tenant's loss of quiet enjoyment and harassment by the Landlord during the tenancy.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the compensation claim for matters that occurred during the tenancy is not related to the return of the security deposit at the end of the tenancy and as it is now past the 2-year limitation period from the end of the tenancy, I dismiss the compensation claim without leave to reapply.

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 facts: The tenancy started in February 2015 and ended on December 31, 2019. At the outset of the tenancy the Landlord collected \$490.00 as a security deposit. The Landlord received the Tenant's forwarding address on November 28, 2019 provided with the Tenant's notice to end tenancy. The Landlord also received the Tenant's forwarding address on the move-out inspection report completed December 31, 2019. The Landlord has not made an application to claim against the security deposit and has not returned the security deposit to the Tenant.

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 Tenant's forwarding address before the end of the tenancy and did not return the security deposit or make an application to claim against the security deposit I find that the Landlord must now pay the Tenant \$980.00 as double the security deposit.

As the Landlord breached the Act that resulted in the Tenant's successful claim, I find that the Tenant is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,080.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,080.00**. 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: August 09, 2022

Residential Tenancy Branch