



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Unpaid rent
- Retain security deposit plus interest towards any amount owed
- Double security deposit due to Landlord not filing or returning security deposit in time
- Filing fees for both parties

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issues to be Decided

- Does the Tenant owe unpaid rent and if so, in what amount?
- Should the Tenant's security deposit double under the Act?
- Should either party be granted the filing fee under the Act?

Facts and Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

A copy of the tenancy agreement was submitted in evidence, which began on February 1, 2023. Monthly rent was \$960.00 per month and due on the first day of each month.

The parties confirmed that the Tenant paid the Landlord a security deposit of \$480.00, which they continue to hold.

The parties mentioned a previous decision of which the file number has been included on the cover page of this decision (Previous Decision). The Previous

Decision ultimately led to the Landlord's application being dismissed **without leave to reapply**, which had included a claim for June 2024 rent of \$960.00. As such the parties were advised during the hearing, that June 2024 rent was **dismissed without leave to reapply** and could not be reheard, as that matter has already been decided upon. Therefore, I will only consider the July 2024 rent of \$960.00 and the filing fee for the Landlord.

The Tenant confirmed they did not pay rent for July 2024 and were residing there as of the date rent was due, July 1, 2024. The Tenant also confirmed that they had no Monetary Order that would have given them permission to withhold July 2024 rent. Therefore, as section 26 of the Act requires that a tenant pay rent when it is due, whether or not the Landlord complies with the Act, I find the Tenant breached section 26 of the Act and I grant the Landlord **\$960.00** for July 2024 unpaid rent.

I grant the Landlord the \$100.00 filing fee as their application had merit.

The Tenant submitted a document from the Provincial Court with their written address on it dated August 27, 2024 (Court Form Address), which the Landlord confirmed they received on September 10, 2024. The Landlord stated that the Tenant did not provide their written forwarding address on an RTB form. The Landlord confirmed they used the Court Form Address to file the current application, which was filed on January 11, 2025.

I find the Landlord's statement that they did not receive an RTB form with a forwarding address is contradictory, as the Act does not require an approved form for a written forwarding address and yet the Landlord admitted that they used the Court Form Address to file the claim before me in January 2025, which is well after the 15-day timeline from September 10, 2024. In other words, the RTB form for the return of the forwarding address can be used but is not required to be used and the Landlord confirmed receipt of that same address on September 10, 2024 and relied on that address to serve an application against the Tenant in January 2025.

Section 38 of the Act states that if the Landlord does not return the security deposit or file an application within 15 days of receipt of the written forwarding address of the Tenant, the Landlord must pay double the security deposit. I find the Landlord confirmed they had the Court Form Address and therefore knew the Tenant's forwarding address on September 10, 2024. I find the Landlord had until September 25, 2024, to either file a claim against the security deposit or return it in full as the Landlord provided no evidence that they had written permission from the Tenant to retain any amount of the security deposit.

Given the above, I find the Landlord breached section 38(1) of the Act and must pay the Tenant double the \$480.00 security deposit. Therefore, I grant the Tenant the amount of **\$960.00** for double the return of the security deposit. In addition to

that amount, I grant the Tenant **\$22.88** in interest under the Act and note that interest does not double under the Act.

As the Tenant's application had merit, I also grant the Tenant the filing fee of \$100.00 and find that both filing fees offset each other.

As the Tenant has proven a total claim of \$982.88, which is double the security deposit plus interest, I offset from that amount the Landlord's claim of \$960.00 owed for July 2024 rent.

Given the above, I find the Tenant must be granted a Monetary Order for the balance owed of **\$22.88**, which I grant under section 67 of the Act.

I authorize the parties to serve each other via email as both parties confirmed their respective email addresses under section 62(3) of the Act. The email addresses for both parties have been included on the cover page of this decision.

Conclusion

Both applications have merit.

After offsetting the Landlord's claim from the Tenants' claim, I find the Landlord owes the Tenant **\$22.88**. The Tenant is granted a monetary order in that amount under section 67 of the Act.

The Tenant must serve the Landlord with **this Order before it is enforced along with a demand letter**. Should the Landlord fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

The decision will be emailed to both parties. The Monetary Order will be emailed to the Tenant only for service on the Landlord, as required.

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: March 27, 2025

Residential Tenancy Branch