



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application for a monetary Order for return of double the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Issue(s) to be Decided

Is the tenant entitled to return of the deposit paid?

Is the tenant entitled to filing fee costs?

Background and Evidence

The tenancy commenced on August 1, 2009; a deposit in the sum of \$312.50 was paid in two installments; \$100.00 on July 16, 2009 and the balance on August 1, 2009.

During the hearing the landlord confirmed that the tenancy ended on December 31, 2009. The landlord confirmed that he was in possession of the tenant's written forwarding address by January 5, 2010, at the latest.

The landlord confirmed that the deposit has not been returned to the tenant and that an Application was not submitted claiming against the deposit within fifteen days of January 5, 2010.

During the hearing I determined that the landlord had not met the requirements of section 38 of the Act, in that an Application was not made claiming against the deposit by January 20, 2010 and the deposit had not been returned. Therefore, I found, pursuant to section 38 of the Act, that the tenant is entitled to return of double the \$312.50 deposit paid.

Settled Agreement

During the hearing the tenant agreed that a deduction may be made from the deposit owed as a result of this hearing, in the sum of \$189.00, for lock replacement. The tenant had changed the locks without the written permission of the landlord and agreed that it was reasonable the landlord be reimbursed for this cost. The landlord submitted a copy of a February 10, 2010, invoice for the unit locks, in this amount. The tenant was not served with a copy of this invoice, but agreed to the deduction.

The parties agreed that the tenant would be issued a monetary Order for the balance owed and that any payment made in full by the landlord will render the Order unenforceable.

Therefore, I find that the tenant is entitled to double the deposit paid in the sum of \$625.00, plus the filing fee in the sum of \$50.00, as the tenant's Application has merit. The landlord may retain the sum of \$189.00; by mutual agreement. I have issued a monetary Order for the balance owed to the tenant in the sum of \$486.00.

Conclusion

I find that the tenant has established a monetary claim in the amount of \$675.00, which is comprised of double the deposit in the sum of \$625.00, plus \$50.00 in compensation for the filing fee paid by the tenant for this Application for Dispute Resolution; less the mutually agreed upon amount for lock replacement in the sum of \$189.00.

Based on these determinations I grant the tenant a monetary Order for \$486.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia 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 *Residential Tenancy Act*.

Dated: August 27, 2010.

Dispute Resolution Officer