



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dorset Realty Group Canada Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for a return of his security deposit, doubled, and for recovery of the filing fee.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence. I note that the only documentary evidence was submitted by the tenant with his application for dispute resolution and served upon the landlord.

I have reviewed all evidence and testimony before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to a monetary order, which includes his security deposit, and to recover the filing fee?

Background and Evidence

The parties agree that this tenancy began on August 1, 2008, ended on November 30, 2012, and a security deposit of \$370 was paid by the tenant at the beginning of the tenancy on June 25, 2008.

The tenant said that his monthly rent remained at \$740 throughout the tenancy and the landlord's agent said that it was increased incrementally two times, ending at \$770. The tenant gave evidence that the landlord was provided the tenant's written forwarding address on November 30, 2012, the last day of the tenancy, written on the final condition inspection report.

The tenant stated that the landlord has not returned his security deposit and is seeking monetary compensation of \$740, which is his security deposit of \$370, doubled.

The tenant's relevant evidence included a copy of the tenancy agreement and the condition inspection report showing the tenant's written forwarding address.

The landlord acknowledged receiving the tenant's written forwarding address on November 30, 2012, on the condition inspection report and has not filed an application for dispute resolution claiming against the tenant's security deposit. The landlord stated that they are entitled to keep the tenant's security deposit due to alleged losses when the tenant failed to pay the additional rent following a rent increase.

Further, the landlord acknowledged that they have not returned the tenant's security deposit.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Under section 38(1) of the Act, at the end of a tenancy, unless the tenant's right to a return of their security deposit has been extinguished, which I do not find is the case here, a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution claiming against the security deposit within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy. If a landlord fails to comply, then the landlord must pay the tenant double the security deposit, pursuant to section 38(6) of the Act.

In the case before me, the undisputed evidence shows that the tenancy ended and the landlord received the tenant's written forwarding address on the same day, November 30, 2012, the landlord has not applied for dispute resolution claiming against the security deposit, and has not returned any portion of the tenant's security deposit.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double his security deposit.

I find that the tenant has proven a monetary claim in the amount of \$792.88, comprised of his security deposit of \$370, doubled to \$740, interest of \$2.88 on the original security deposit, and for recovery of the filing fee of \$50 due to the tenant's successful application, and is therefore entitled to a monetary order in that amount.

Conclusion

I therefore grant the tenant a final, legally binding monetary order in the amount of \$792.88, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The landlord is advised that costs of such enforcement may be recovered from the landlord.

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* and is being mailed to both the applicant and the respondent.

Dated: July 10, 2013

Residential Tenancy Branch

