



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Did the tenant provide the landlord with her forwarding address in writing? Did the landlord apply to retain the security deposit or return the security deposit in a timely manner? Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started in February 2019 and ended on August 15, 2019. The monthly rent was \$1,500.00 due on the first of each month. At the start of the tenancy, the tenant paid a security deposit of \$1,500.00. The landlord agreed that she received the tenant's forwarding address on August 16, 2019.

The tenant agreed that she did not pay rent on August 01, 2019 and authorized the landlord to retain rent for the period of August 01 – 15, 2019 from the security deposit that she was holding. Therefore, at the end of tenancy the landlord was holding a security deposit of \$750.00.

The landlord stated that the tenant had caused damage to the rental unit and that she was unable to rent the unit until the damage was repaired. The parties discussed the damage but were unable to reach an agreement. The landlord stated that she had suffered a loss of income in addition to the costs to restore the unit to a condition in which it could be re rented.

The tenant stated that the landlord made a deduction off the security deposit that she had not agreed to and returned to the tenant \$67.50 on August 30, 2019.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

In this case, the tenant gave the landlord her forwarding address on August 16, 2019. I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposit.

The landlord currently holds \$750.00 for a security deposit. Accordingly, the landlord must return \$1,500.00 to the tenant. Since the tenant has proven her case, she is also entitled to the recovery of the filing fee of \$100.00.

Overall the tenant has established a claim of \$1,600.00. The tenant has received \$67.50 and therefore, I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for balance of **\$1,532.50**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

In regards to the landlord's claims relating to loss that she may have suffered; I am not able to hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's application. The landlord is at liberty to file her own application for damages against the tenant.

Conclusion

I grant the tenant a monetary order in the amount of **\$1,532.50**

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: January 28, 2020

Residential Tenancy Branch