



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MNSD

## Introduction

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

## Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to the return of all or part of the \$500.00 security deposit she paid.

## Background and Evidence

The Landlord and the Tenants agree that this tenancy began on August 15, 2007 and ended on June 30, 2008. The parties also agree that the Tenants paid a security deposit of \$500.00 on August 02, 2007.

The female Tenant stated that she is simply seeking the return of the security deposit that she paid. She stated that the Landlord sent her a money order for \$250.00 after she filed this Application for Dispute Resolution, however she did not cash this due to the upcoming dispute resolution hearing.

The Landlord stated that she retained \$250.00 from the security deposit due to damages done to the rental unit by the Tenants. She acknowledged that she did not file an Application for Dispute Resolution claiming against the security deposit.

## Analysis

I find that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit within fifteen days of the end of the tenancy and within fifteen days of receiving a forwarding address for the Landlord, as she is required to do by the *Act*. The Landlord is not entitled to now raise the issue of damages to the rental unit as a reason for retaining the security deposit, as she did not make a claim against the

security deposit. As the Landlord did not make a claim against the security deposit in accordance with the legislation, I find that she must return the Tenant's security deposit plus interest.

I find that the Landlord has already returned \$250.00 to the Tenant. I find that she must pay another \$250.00 to the Tenant plus \$8.61 in interest on the security deposit, for a total of \$258.61.

### Conclusion

I find that the Tenant has established a monetary claim, in the amount of \$258.61. I hereby grant the Tenant a monetary Order in the amount of \$258.61. 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.

Date of Decision: September 23, 2008

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