



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, O, FF

### Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondents were served with notice of the hearing by registered mail that was mailed on May 23, 2009, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$1852.96 and a request that the respondent bear the \$50.00 cost of the filing fee that was paid for this hearing.

### Background and Evidence

The applicant testified that:

- At the end of the tenancy a move-out inspection was done in on that report the landlord agreed to return the full security deposit plus interest and agreed to return seven days of rent.
- The landlord did return the full security deposit plus interest within the 15 day time limit but failed to return the seven days rent.

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- In the envelope with the check for the security deposit plus interest the landlord had also supplied a copy of the move-out inspection report which had been altered and on which the tenant signature had been forged.

The applicant is therefore asking that she be awarded the following amounts due to what she believes to be fraudulent activity on the part of the landlord:

Triple the \$587.78 security deposit plus interest, minus the \$587.78 that was already returned	\$1175.56
Filing fee	\$50.00
Total	\$1902.96

## Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

In this case the tenant has admitted that the landlord did return the full security deposit plus interest within the time limit, and therefore she has no claim for the return of any further security deposit plus interest, and even if the deposit had not been returned within the 15 day time limit, there is nothing in the Residential Tenancy Act that would require that it be paid triple.

I accept that the landlord did agree to return seven days rent and therefore I will order that \$225.80 be returned to the tenant.



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I further ordered that the respondent bear the \$ 50.00 cost of the filing fee paid for this hearing.

I will not allow the extra amounts claimed by the tenant for fraudulent activity. There is nothing in the Residential Tenancy Act that gives me the authority to penalize landlords for alleged fraudulent activity.

## Conclusion

I've issued an order for the respondent to pay \$275.80 to the applicants.

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: October 29, 2009.

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Dispute Resolution Officer