



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$1400.00 and a request that the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

Background and Evidence

The applicant testified that:

- The landlord deducted \$116.47 from their security deposit without any permission to do so.
- The landlord also failed to return the security deposit within the 15 day time limit set out under the Residential Tenancy Act, and although the landlord claims that the male tenant gave the landlord permission to hold onto the security deposit

until the utility bills came in, she denies that her husband ever made such an agreement.

- Although they had applied for \$1400.00 which is equal to double their \$700.00 security deposit, they actually just want the \$116.47 that was deducted from the security deposit, and \$200.00 to cover bank charges that resulted from failure to return the security deposit within the required time limit.

The respondent testified that:

- She deducted \$116.47 from the security deposit to cover the utilities that were outstanding at the end of the tenancy.
- The male tenant had given her permission to hold onto the security deposit until the utility bills came in and that is why the security deposit was not returned within the 15 day time limit.
- The tenants did not give her any written permission to keep any of the security deposit.

Analysis

The landlord has not returned the tenants full security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

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.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

This tenancy ended on April 14, 2010 and the landlord had a forwarding address in writing by April 14, 2010 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore, the landlord must pay double the amount of the portion of the security deposit it was not returned, to the tenant.

The landlord withheld \$116.47, and therefore the landlord must pay \$232.94.

I further order that the landlord pay the \$50.00 filing fee.

I will not order that the landlord pay double the full security deposit, because in the absence of any direct testimony from the male tenant, I am convinced that the landlord was under the impression that she had permission from the male tenant, to withhold the security deposit until the utility bills came in.

Conclusion

I have issued an order for the respondent to pay \$282.94 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 06, 2010.

Dispute Resolution Officer