



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

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 \$255.00.

Background and Evidence

The applicant testified that:

- The landlord did not return her full security deposit, withholding \$255.00 without any permission to do so, and therefore she is requesting an order for return of that money.

The respondent testified that:

- The tenant did give him a forwarding address in writing and requested the return of her security deposit.
- He did not get the tenants permission to keep the security deposit and he was unaware that he had to apply for dispute resolution to keep the security deposit.
- He therefore deducted \$255.00 from the security deposit and returned the remainder.



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Analysis

The landlord has not returned the tenants 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.

This tenancy ended on May 31, 2010 and the landlord had a forwarding address in writing by May 29, 2010 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore, the Residential Tenancy Act states that the landlord is required pay double the withheld amount of the security deposit to the tenant.

The tenant has however only requested the return of the withheld portion of her security deposit and not double and therefore that is what I have ordered.

Conclusion

I have issued an order for the respondent to pay \$255.00 to the applicant.

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: November 12, 2010.

Dispute Resolution Officer