



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

Some documentary evidence, photo 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 an order for the return of the \$630.00 of the security deposit that has been withheld by the landlord. The applicants are also requesting that the landlord's bear the \$50.00 cost of the filing fee that they paid for their application for dispute resolution.

### Background and Evidence

The applicants claim that:

- At the beginning of the tenancy they paid a deposit of \$750.00.
- At the end of the tenancy the landlord only returned \$120.00.
- They have never given the landlord permission to keep the security deposit and a forwarding address in writing was given to the landlord on June 28, 2010 requesting the return of the full deposit.

The applicants are therefore requesting an order for the return of the \$630.00 remainder of their security deposit.

The landlord's daughter testified that:

- The tenants did not give them written permission, at the end of the tenancy, to keep the security deposit.
- They did not apply for dispute resolution to keep the security deposit as they were unaware of that requirement.
- They have withheld \$630.00 of the security deposit to cover the cost of painting that was required at the end of the tenancy.

## 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 June 28, 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 requires that the landlords pay double the amount of any of the security deposit that was not returned within the 15 day time limit.



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In this case however although they could have claimed double, the tenants are only requesting the return of the amount that was withheld.

The landlord's withheld \$630.00 of the security deposit, and did not pay the required interest which totals \$14.16.

Therefore the landlords must pay \$644.16 to the tenants.

I further order that the landlords bear the \$50.00 cost of the filing fee that the tenants paid for their application for dispute resolution.

## Conclusion

I have issued an order for the respondents to pay \$694.16 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: November 24, 2010.

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Dispute Resolution Officer