



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes FF, MNSD

### Introduction

Some documentary evidence and written arguments have been submitted 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.

### Issue(s) to be Decided

This is a request for a monetary order for \$672.00 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:

- He paid a security deposit of \$437.50 on December 1, 2005.
- At the end of the tenancy the landlord only returned \$114.81.

The applicant is therefore requesting an order for return of double the remaining security deposit plus interest.

The respondent testified that:

- The tenant did not participate in the move out inspection, and although his fiancée attended the inspection she refused to sign the move out inspection report.
- The tenant did not provide any written authorization for his fiancée to participate in the inspection, and he is not aware of any verbal authorization either.
- Therefore since the tenant failed to participate in the move out inspection, they made deductions for the cost of damages and cleaning and returned the remaining \$114.81.

In response to landlords testimony applicant testified that:

- He verbally inform the building manager it is fiancée would be participating in the move out inspection as his agent because he was working at the agreed upon time.
- He did instruct his fiancée not to sign the move out inspection form, because he was just moving to another suite in the same building and was fully willing to sign the form himself after he got off work.
- He was never given the opportunity to sign the move out inspection report.

## 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.

This tenancy ended on September 1, 2010 and the landlord had a forwarding address in writing by September 1, 2010 and there is no evidence to show that the tenant's right to

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return of the deposit has been extinguished. The landlord argued that the tenant did not participate in the move out inspection and although his fiancée participated she refused to sign it.

It is my finding that the tenant's fiancé did participate on his behalf, and I see no reason why the landlords could not have approached the tenant to have him sign it after he got off work.

Therefore I order that the landlord must pay double the amount of the portion of the security deposit that was withheld to the tenant.

The landlords withheld \$322.69 of the security deposit, and therefore they must pay \$645.38, plus interest of \$15.31, for a total of \$660.69.

I also allow the applicants claim for the \$50 filing fee.

## Conclusion

I have issued an order for the respondent to pay \$710.69 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: January 05, 2011.

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Residential Tenancy Branch