



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MNSD, FF

### Introduction

A substantial amount of **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.

### Issue(s) to be Decided

This is a request for an order for double the \$500.00 security deposit for a total of \$1000.00 and the applicant is also requesting 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:

- She paid a \$500.00 security deposit on August 28, 2009 prior to the beginning of the tenancy.
- She vacated the rental unit on August 31, 2010 and a forwarding address in writing was given to the landlord on the moveout inspection form.

- She did not give the landlord permission to keep any of the security deposit, however the landlord only returned \$189.78. This was received on September 13, 2010.

The applicant is therefore requesting an order for double the security deposit plus or filing fee.

The respondent testified that:

- The tenant knew that there were some charges that she was responsible for, and she did sign the bottom of the moveout inspection sheet.
- Therefore they retained hundred \$47.00 for painting, \$51.45 for painting supplies, and \$111.77 for utilities.
- The remainder of \$189.78 was returned to the tenant.

### 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.

The landlord argued that the tenants had given them permission to keep the security deposit for outstanding bills; however the tenant denies giving any permission, and although landlord believes the condition inspection report gave them permission, the tenant clearly did not sign the section agreeing to a deduction from her security deposit.

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

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

The landlords returned \$189.78, and therefore they failed to return \$310.22.

The landlords must therefore pay \$620.44 to the tenant.

I also allow the tenants claim for the filing fee.

### Conclusion

I have issued an order for the landlord to pay \$670.44 to the tenant. The remainder of the tenants claim is dismissed without leave to reapply.

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 20, 2011.

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Residential Tenancy Branch