



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 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 a monetary order for \$1219.58

Background and Evidence

The parties agree that:

- This tenancy began November 1, 2009.
- The security deposit of \$700.00 was paid on or before November 1, 2009.
- The tenancy ended on August 31, 2010.
- The landlord was given a forwarding address in writing on July 26, 2010.
- The landlord returned \$230.42 of the security deposit on or before September 15, 2010.
- No move-in or move-out inspection report was done during this tenancy.

The applicant testified that:

- The landlord did not return the full security deposit within the 15 day time limit set out under the Residential Tenancy Act.
- He did not agree to any deductions from the security deposit.
- The landlord did not file for dispute resolution to keep any of the security deposit.
- The landlord did not pay any interest on the damage deposit.

The applicant is therefore requesting an order for double the \$700.00 security deposit for a total of \$1400.00 less the \$230.42 that was returned, for a total of \$1169.50. The applicant is also requesting that the landlord bear the \$50.00 cost of the filing fee.

Total order requested \$1219.58.

The respondent testified that:

- He was not aware that he had to apply for dispute resolution if he wanted to keep the security deposit and therefore he had made deductions from the security deposit and return the remainder.
- The deductions were made for repairs and outstanding utilities and he felt the deductions were reasonable.

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 August 31, 2010 and the landlord had a forwarding address in writing by July 26, 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 amount of the portion of the security deposit that he failed to return within the 15 day time limit, to the tenant.

The landlord failed to return \$469.58, and therefore he must pay \$939.16 to the tenant.

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

The landlord is not required to pay any interest on the security deposit, because the interest required to be paid on security deposit's for both 2009 and 2010 was 0%.

Conclusion

I have issued an order for the landlord to pay \$989.16 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 25, 2011.

Residential Tenancy Branch