



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This is an application by the Tenant for a monetary order for the return of double the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

During the hearing the Landlord made an application for an adjournment because he did not file evidence regarding this claim. The Tenant argued against this. The Landlord refers to evidence filed in application #xxxxxx. The Landlord's request for an adjournment is dismissed. The Landlord did not provide any details of any evidence being pertinent to the Tenant's claim, the Landlord has made reference to a claim which he has not made an application for dispute resolution. The rules of procedure state that copies of any evidence must be filed with the application and must be received by the Residential Tenancy Branch and the respondent at least 5 days before the hearing date.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties have attended the hearing and have referred to each other's evidence packages.

Both parties agreed that the security deposit paid was \$1,125.00 at the beginning of the tenancy. The Tenant stated that the tenancy ended on May 31, 2010 and that the forwarding address in writing was given to the Landlord by email on May 10, 2010. The Tenant states that the Landlord's preferred form of communication was by email. The Landlord did not raise any disputes. The Tenant also states that no permission was

given to the Landlord to retain any part of the security deposit. The Tenant received a cheque of \$298.73 from the Landlord 16 days after the tenancy ended, which the Tenant has not yet cashed.

The Landlord states that \$450.00 was paid to the Tenant from an agreement between the two parties to take no action over this tenancy. The Tenant disputes this stating that as the cheque notes, it was for a, "complete rent refund for mold inconvenience" issued on May 10, 2010 which was for a different issue. The Landlord states that the two parties had an agreement over the security deposit. The Tenant disputes this. The Landlord does not have any evidence in support of this claim.

Analysis

As both parties have attended the conference call hearing and have referred to each other's submitted evidence and neither have disputed receiving them, I am satisfied that both have been properly served.

I am satisfied based upon the evidence submitted that the \$1,125.00 security deposit was not returned by the Landlord. The Tenancy ended on May 31, 2010 and the forwarding address in writing was provided to the Landlord prior to that date. The Landlord did not repay the security deposit within 15 days and did not file an application for dispute resolution. The Landlord has stated that an arrangement was made for the Tenant to forgo the return of the security deposit and the Tenant disputes this. Without any supporting evidence, I find that the Tenant has established her claim. I grant the Tenant a monetary order under section 67 for \$2,001.27 (\$2,250.00 double the security deposit - \$298.73 Cheque already given to Tenant = \$1,951.27 + \$50.00 filing fee). This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$2,001.27.

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: April 20, 2011.

Residential Tenancy Branch

