



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for a double recovery of the security deposit. Two tenants and an agent for the landlord participated in the teleconference hearing.

### Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

### Background and Evidence

The tenancy began on December 1, 2009. The tenant paid a security deposit of \$627 at the outset of the tenancy. The tenancy ended on April 30, 2011.

The evidence of the tenant was as follows. On April 30, 2011, the tenant and the landlord's agent carried out the move-out inspection. The tenant signed the move-out inspection report and provided his forwarding address. The landlord then filled in the monetary amounts that they would be withholding from the security deposit. The tenant told the agent that he did not agree with the landlord that they could keep the security deposit.

The landlord's agent responded that he did not have a recollection of writing in the monetary amounts after the tenant signed, but he did recall that the tenant was upset that the landlord was keeping the security deposit. The landlord has not returned the security deposit or applied for dispute resolution to keep the security deposit.

### Analysis

I find the evidence of the tenant credible, particularly as the landlord's agent could not specifically recall if he wrote in the monetary amounts after the tenant signed the report, and the agent did recall that the tenant was upset when he learned that the landlord intended to keep the security deposit. I therefore find that the tenant did not agree in writing to allow the landlord to retain the security deposit. The tenant provided his written forwarding address on April 30, 2011, and the landlord did not return the deposit or make an application to keep it within 15 days of having received the forwarding address.

I therefore find that the tenant has established a claim for double recovery of the security deposit, in the amount of \$1304. The tenant is also entitled to recover the \$50 filing fee for this application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1354. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: September 14, 2011.

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Residential Tenancy Branch