



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

A substantial amount of documentary 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 the return of the security deposit in the amount of \$370.00.

### Background and Evidence

This tenancy began on March 1, 2009 and ended on April 30, 2011 and both parties agree that the landlord had a forwarding address in writing by April 30, 2011.

The tenant is requesting the return of her security deposit claiming that she never agreed to any deductions from the deposit.

The landlord has argued that by signing the security deposit statement on the move-out inspection report, the tenant had agreed to deductions from her security deposit.

### Analysis

The security deposit statement signed by the tenant states the following:

I agree with the amounts noted above and authorized deduction of the Balance Due Landlord from my Security Deposit and/or Pet Damage Deposit. If the total owing to the Landlord exceeds my deposit, I agree to pay the landlord the excess amount.

It is my finding that this statement signed by the tenant is not an agreement to allow deductions from the security deposit, because no amount has been put as "Balance Due Landlord", and in fact the only amount noted above the signature is the amount of the security deposit. Therefore the only thing the tenant has agreed to is what the amount of the security deposit held is.

Therefore since the tenant had not agreed in writing to any deductions from the security deposit the landlord was bound by the requirements of the Residential Tenancy Act as follows:

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 has not returned the tenants 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.

This tenancy ended on April 30, 2011 and the landlord had a forwarding address in writing by April 30, 2011 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore even though the tenant has not applied for double the security deposit, I am required to order that the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a deposit of \$370.00, and therefore the landlord must pay \$740.00 to the tenant.

#### Conclusion

I have issued a monetary order in the amount of \$740.00.

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 28, 2011.

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Residential Tenancy Branch