



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

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 a monetary order for \$3200.00 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- At the end of the tenancy she agreed to total deductions from the security deposit of \$265.62.
- The landlord however did not return the remainder of the security deposit until October 2011 even though the tenancy had ended on August 30, 2011 and the landlord had a forwarding address in writing on August 29, 2011.
- The landlord also failed to give them a copy of the move out inspection report.

- They therefore believe that the landlord should be paying double the security deposit and pet deposit minus the amount already returned, and minus the deductions to which they have agreed.

The landlord testified that:

- They deducted \$265.62 from the security deposit as agreed by the tenants, and then on September 13, 2011 they mailed the tenants a cheque for the remaining \$1334.38.
- They also mailed a copy of the move out inspection report in the same envelope as the security deposit cheque.

In response the landlord's testimony the tenant testified that:

- They do not believe that the landlord mailed the cheque on September 13, 2011, because the bottom of the envelope has been stamped October 5, 2011.
- There was no move out inspection report in the envelope they received; there was only a security deposit cheque.

Analysis

It is my decision that I will not allow the applicants claim.

It is not clear that the date that on the envelope is the date that the letter was posted and since the date on the security deposit cheque is September 13, 2011 I accept the landlords claim that that is the date that the security deposit cheque was mailed.

Therefore it is my finding that the tenant has not met the burden of proving that the deposits were not returned within the time limit.

Further although the tenant claims there was no inspection report in the envelope, it is basically just her word against the landlords and that is not sufficient for me to make a finding against the landlord.

Conclusion

This application is dismissed in full 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: December 13, 2011.

Residential Tenancy Branch