



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

This hearing dealt with an application by the tenant seeking the return of their security deposit. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail on October 21, 2011. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy began on or about August 30, 2010 and ended on October 1, 2011. Rent in the amount of \$895.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$447.50 and a pet deposit of \$447.50.

The tenant gave the following testimony; a move in nor move out condition inspection was ever conducted, the landlord and tenant came to a mutual agreement as to when the tenancy was to end, the landlord returned \$695.00 of the deposits to the tenant, and withheld \$200.00 of the deposit without the tenant's agreement.

Analysis

I accept the tenant's undisputed testimony. The tenant provided documentary evidence along with her testimony to support her claim. Section 38(1) of the Act states that the security deposit must be returned within fifteen days of the later; of the date the tenancy ends or when the landlord receives the tenant's forwarding address in writing. The landlord has returned some of the deposit but has withheld the remainder without cause. I find that the tenant is entitled to the remainder of the security deposit.

As for the monetary order, I find that the tenant has established a claim for \$200.00. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$250.00. 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 \$250.00.

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: January 10, 2012.

Residential Tenancy Branch