



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

Some 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.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order in the amount of \$500.00, and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- This tenancy began on September 5, 2011 and ended on October 29, 2011.
- A forwarding address in writing was mailed by registered mail to the landlord on March 2, 2012.
- To date the landlord has not returned any of her security deposit.

The respondent testified that:

- She did not believe that the Residential Tenancy Act had jurisdiction over this matter because she, as the landlord, shares the kitchen and the bathroom facilities with the tenant.

- She does not own the property however she was not aware that the exclusion only applied if the landlord owned the rental unit and shared the kitchen and bathroom facilities with the tenant.
- She felt she was allowed to keep the security deposit because the tenant failed to stay for the full term she had agreed to.

Analysis

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. The landlord thought that the Residential Tenancy Act had no jurisdiction over this matter as she shared the kitchen facilities and bathroom facilities with the tenant, however she is not the owner of the property and therefore the Residential Tenancy Act does have jurisdiction over this tenancy.

This tenancy ended on October 29, 2012 and the landlord had a forwarding address in writing by March 7, 2012 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a deposit of \$250.00, and therefore the landlord must pay \$500.00 to the tenant.

I also order recovery of the \$50.00 filing fee

Conclusion

I have issued an order for the respondent to pay \$550.00 to the applicant.

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: March 27, 2012.

Residential Tenancy Branch