



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, O, FF

### 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 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 in the amount of \$347.00 and a request for an order for recovery of the filing fee.

### Background and Evidence

This tenancy began on October 1, 2010 and at that time the security deposit of \$435.00 was paid.

This tenancy ended on December 31, 2011 and the landlord and tenant agree that on that date the tenant gave the landlord a forwarding address in writing.

The applicant testified that:

- He agreed to deductions from the security deposit however there was still a total of \$347.00 to be returned to him.
- The landlord did not returned the agreed amount within the 15 day time limit required under the Residential Tenancy Act.
- The cheque for return of the money was dated January 16, 2012, and it was postmarked January 18, 2012.

- He received the cheque on January 20, 2012.

The applicant is therefore requesting an order that the landlords pay the required penalty.

The landlord testified that:

- They had no intention of delaying the return of the security deposit however over the time period there was a statutory holiday and two weekends.
- Also the 15th day fell on the weekend and therefore the cheque was drawn up on the 16th day and then mailed two days later.
- They think some consideration should be given to the fact that some of the days were holidays or weekends.

### 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.

This tenancy ended on December 31, 2011 and the landlord had a forwarding address in writing by December 31, 2011 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

The landlord has argued that more time should be allowed due to the fact that there was a statutory holiday and two weekends within that 15 day time frame, however the Act does not allow for more time when weekends or holidays are involved. The landlords had numerous days that were not weekends or holidays during which the security deposit could have been returned.

Therefore it is my decision that the landlord must pay double the amount of the security deposit to the tenant, less the amount already returned, and the amount that the tenant agreed to be deducted from the security deposit.

The tenant paid a deposit of \$435.00, and therefore the landlord must pay \$870.00 less the \$347.00 returned, and the \$88.00 deduction agreed upon, for a total of \$435.00.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the respondent to pay \$485.00 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: May 10, 2012.

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Residential Tenancy Branch