



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR

### Introduction

The original dispute resolution hearing was held on April 10, 2012 and a decision and order were issued on the same date.

The respondents subsequently filed for review of that decision, and the review was granted to deal with one issue only, the amount of security deposit that was originally paid.

### Issue(s) to be Decided

Whether or not the security deposit paid by the tenants was more than the amount claimed by the landlords at the original hearing.

### Background and Evidence

The landlords testified that:

- the tenants gave them a cheque for \$3100.00 for July 1, 2011 and the breakdown of this payment is as follows:

Damage deposit	\$1450.00
Rent for July 2011	\$1550.00
Utility of July 2011	\$100.00
Total	\$3100.00

The tenants testified that:

- they did give the landlord a cheque for \$3100 for July 1, 2011, however the breakdown of that payment is as follows:

Damage deposit	\$1550.00
Rent for July 2011	\$1550.00
Total	\$3100.00

- They also gave the landlord a separate cheque for July 1, 2011 for \$100.00 to cover the July 2011 utilities, and that is why the tenancy agreement states that they paid \$1550.00 for a security deposit.
- Copies of both these cheque have been provided in their evidence package.

In response to the tenant's testimony the landlords testified that:

- They have no record of having had the \$100.00 go through their bank account.
- They also believe that the tenants admitted that their security deposit was \$1450.00 when they signed the move out inspection report, stating that the landlords could keep \$1450.00 of their security deposit.

### Analysis

I have reviewed the evidence supplied for today's hearing and is my finding that the tenants did supply the landlord with two cheques for July 1, 2011, one cheque of \$3100.00 for damage deposit and July rent, and one cheque of \$100.00 for July Hydro.

Therefore since the Hydro was paid by a separate cheque of \$100.00, and rent was \$1550.00, that means the balance of \$1550.00 was for the security deposit.

The move out inspection report does not state that the tenants paid a security deposit of \$1450.00, it simply states that the tenants are willing to allow the landlords to keep that much of their deposit.

### Conclusion

At the original hearing I found that after deducting the \$1450.00 security deposit from the January 2012 rent the tenant still owed \$200.00, however since the security deposit was in fact \$1550.00, the tenants actually only owe \$100.00 towards January 2012 rent.

Therefore since at the original hearing a total order of \$1025.00 was issued against the tenants, it is my decision that that original order is void and I now issue a new order in the amount of \$925.00.

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: May 15, 2012.

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Residential Tenancy Branch