



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for return of the security deposit and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This tenancy began September 15, 2011 with monthly rent of \$650.00 and the tenant paid a security deposit of \$325.00.

The tenant testified that the landlord had returned \$250.00 of the security deposit and \$5.00 in interest and that she had never agreed to any other deductions. The tenant stated that the landlord had deducted \$15.00 for a table and chairs that the landlord bought from the tenant at a garage sale and never picked up. The tenant stated that the landlord had used hydro when occupying the basement and the tenant believed that the landlord should pay \$30.00 towards the hydro.

The landlord stated that she had deducted money from the tenant's security deposit because of damage to the rental property. The landlord also stated that the tenant had not given proper notice per the Act. The landlord did acknowledge that there was no agreement in writing signed by both her and the tenant regarding any deductions from the security deposit.

The landlord stated that she would agree to return the \$70.00 balance of the security deposit but not the \$50.00 filing fee and in exchange not make an application through this office against the tenant however the tenant declined this offer.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to a monetary order for return of the security deposit.

The landlord and tenant did not have an agreement in writing whereby the landlord was authorized to withhold any portion of the \$325.00 security deposit. The landlord has returned a total of \$255.00 to the tenant resulting in a balance of \$70.00 due to the tenant. Accordingly I find that the tenant is entitled to a monetary order for \$70.00.

As the tenant has been successful in their application the tenant is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the tenant has established a monetary claim for \$70.00 in return of the security deposit. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant a monetary order under section 67 for the amount of **\$120.00**.

If the amount is not paid by the landlord(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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: June 11, 2012

Residential Tenancy Branch