



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

A substantial amount of documentary evidence, photo 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 \$412.50 and request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- At the beginning of the tenancy she paid a deposit of \$387.50.
- At the end of the tenancy the landlord only returned \$362.50.
- At no time did she give the landlords any permission to keep any of the security deposit.
- She is therefore requesting an order for return of double the security deposit less the amount already returned.

The respondent testified that:

- The tenant did not give them written permission to keep any of the security deposit, however the tenant was aware that there was cleaning needed.
- They did not apply for dispute resolution to get an order to keep the security deposit.

Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get written permission from the tenants to keep 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 tenants have not given the landlord any written permission to keep the security deposit.

This tenancy ended on May 31, 2012 and the landlord had a forwarding address in writing by May 31, 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 \$387.50 and therefore the landlords must pay \$775.00, less the \$362.50 already returned leaving a difference of \$412.50.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the respondents to pay \$462.50 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: September 13, 2012.

Residential Tenancy Branch