



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, 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 for \$1150.00 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

This tenancy began on February 1, 2009 and at that time a security deposit of \$950.00 was paid.

This tenancy ended on June 2, 2012 and a forwarding address in writing was given to the landlord on the same date.

The applicant testified that:

- At the end of the tenancy the landlord deducted money from the security deposit without her authorization.
- Landlord originally only returned \$550.00 of the security deposit; however she subsequently returned a further \$200.00 for a total of \$750.00.
- The landlord did not apply for dispute resolution to keep any of the deposit nor did she, the tenant, give the landlord any permission to keep any of the security deposit.
- She is therefore requesting an order for return of double the security deposit, less the \$750.00 that has been returned.

The respondent testified that:

- She did deduct money from the security deposit before returning it; however she was unaware of her obligations under the Residential Tenancy Act, as she lives in Alberta and was following the rules in Alberta.
- She now realizes that she was supposed to get written permission to deduct money from the security deposit, or apply for dispute resolution.

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 June 2, 2012 and the landlord had a forwarding address in writing by June 2, 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 \$950.00 and therefore the landlord must pay \$1900.00, less the \$750.00 already returned, leaving a difference of \$1150.00.

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

Conclusion

I have issued an order for the landlord to pay \$1200.00 to the tenant.

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 20, 2012.

Residential Tenancy Branch