



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

Some documentary evidence, photo evidence, and written arguments have 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 \$1358.00.

### Background and Evidence

This tenancy began on December 1, 2011, and ended on February 12, 2012 when the landlord told the tenant to never come back on the property.

The tenant paid a combined security/pet deposit of \$600.00.

The landlord admits that she received a forwarding address in writing from the tenant by e-mail in March 2012 or April 2012.

The applicant testified that:

- The landlord has not returned any of her security/pet deposit and the time limit is now well past and therefore she is requesting the return of double the deposit.
- The landlord also agreed to pay her \$100.00 for cleaning the rental unit when she moved in, but has only paid \$20.00 of the agreed-upon amount and therefore she still owes \$80.00.

- She put her own lock on the door of the rental unit without any permission from the landlord to do so, however the landlord has not returned her lock and therefore she is requesting payment for that lock in the amount of \$29.11.

The landlord testified that:

- She did not return the deposit, because she was unaware of the requirement to apply for dispute resolution within 15 days of receiving a forwarding address in writing, and felt that she had grounds for keeping the deposit.
- She did agree to pay the tenant \$100.00 for cleaning when she moved into the rental unit, and she did only paid \$20.00.
- The tenant put a lock on the rental unit without her permission to do so and she does not feel she should have to pay for the cost of that lock.

### Analysis

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

The landlord has not returned the tenants security/pet deposit or applied for dispute resolution to keep any or all of tenant's security/pet 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/pet deposit.

This tenancy ended on February 12, 2012 and the landlord had a forwarding address in writing by April 2012 and there is no evidence to show that the tenant's right to return of the deposits has been extinguished.

Therefore the landlord must pay double the \$600.00 amount of the security/pet deposit to the tenant, for a total of \$1200.00.

The landlord also admitted that she agreed to pay the tenant \$100.00 for cleaning at the beginning of a tenancy, and that she has only paid \$20.00 of that amount. I therefore allow the tenants claim for the remaining \$80.00.

I deny the tenants claim for the lock she put on the rental unit, because that lock was put on without any permission from the landlord.

I will however order recovery of the \$50.00 filing fee.

Conclusion

I have allowed \$1330.00 of the tenants claim and have issued an order for the landlord to pay that amount to the tenant.

The remainder of this claim is dismissed without leave to reapply.

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: October 09, 2012.

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Residential Tenancy Branch