



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### 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 for \$890.75 and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

This tenancy began on April 1, 2012 with a monthly rent of \$1500.00 and the tenant paid a security deposit of \$750.00, on or before the beginning of the tenancy.

This tenancy ended on August 1, 2012.

The applicant testified that:

- The landlord was given a forwarding address in writing on two occasions. The first was given on July 20, 2012 along with the Notice to End Tenancy and the second was given on August 1, 2012 when she vacated the rental unit.
- The landlord failed to return the full security deposit, even though she gave the landlord and no permission to keep any of the deposit.
- On August 13, 2012 she received a cheque for \$750.00 along with a note on her door which stated:

- Catrina: I am deducting \$50.00 for damage to wall cabinet.
  - Enclosed cheque for \$700.00.
  - Enclosed cheque for \$50.00 for dispute resolution.
  - On the cheque the landlord had written damage deposit/dispute resolution.
- The applicant is therefore requesting an order for return of double her security deposit less the \$700.00 that was already returned.

The respondent testified that:

- He has already returned the tenants full security deposit in the form of a cheque that was attached to her door on August 13, 2012.
- The cheque was for the full \$750.00 security deposit, and was not partially for a previous dispute resolution order.

### Analysis

It is my finding that the landlord has deducted \$50.00 from the tenant's security deposit before returning the remaining \$700.00.

The landlord claims that the \$750.00 cheque that he posted on the tenants door on August the 13th 2012 was for the security deposit in full, and not for any previous dispute resolution order, however right on the landlords note its states that he was deducting \$50.00 for damage to wall cabinet. It also states that \$50.00 of the cheque is for dispute resolution.

It is my finding based on the evidence presented that the \$750.00 cheque represented \$700.00 remaining from the security deposit, and \$50.00 as ordered from a previous dispute resolution hearing.

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 full 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 tenant has not given the landlord any written permission to keep the security deposit.

This tenancy ended on August 1, 2012 and the landlord had a forwarding address in writing by July 20, 2012 and August 1, 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 \$750.00 and therefore the landlord must pay \$1500.00 less the \$700.00 already returned, for a balance owing of \$800.00.

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

### Conclusion

I have issued an order for the respondent to pay \$850.00 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: October 22, 2012.

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Residential Tenancy Branch