



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

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 an application for return of double the security deposit of \$375.00, for a total of \$750.00 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

Both parties agree that this tenancy began on February 1, 2011 and ended July 31, 2012.

Both parties agree that a security deposit of \$375.00 was paid at the beginning of the tenancy.

The applicant testified that:

- At the end of the tenancy she agreed in writing to let the landlord keep \$199.00 of her security deposit.
- The landlord instead kept \$222.38 of her security deposit.
- She did not agree for the landlord to keep any extra money over the \$199.00.
- She is therefore requesting an order for the landlord to pay double the security deposit minus the amount already returned.
- She is also requesting recovery of her filing fee.

The respondent testified that:

- The only amount of the security deposit that the tenant agreed in writing that she could keep was \$199.00.
- The amount did not cover all the tenants debt and damages, and therefore she kept \$222.38 and returned the difference of \$152.62.
- She did not apply for dispute resolution to keep the extra amount.

Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of 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.

This tenancy ended on July 31, 2012 and the landlord had a forwarding address in writing by July 10, 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 had agreed in writing for the landlord to keep \$199.00 of the security deposit, and therefore that portion of the security deposit will not be double. The remaining portion of the security deposit is \$176.00, and that portion of the deposit is doubled to \$352.00.

Therefore with the doubled portion of the security deposit, the amount held by the landlord is \$199.00 plus \$352.00 for total of \$551.00.

The landlord has however already returned \$152.62 to the tenant, and therefore the balance owing equals \$398.38.

I also allow the tenants request for recovery of the filing fee.

Conclusion

I have issued a monetary order in the amount of \$440.30.

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: December 04, 2012.

Residential Tenancy Branch