



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, 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 a request for a monetary order in the amount of \$580.00 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

This tenancy began on September 1, 2010, and a security deposit of \$700.00 was collected on August 15, 2010.

This tenancy ended on November 30, 2012 and a forwarding address in writing was mailed to the landlord by registered mail on December 12, 2012.

The landlord has returned \$290.00 of the security deposit.

The applicant testified that:

- She did not authorize any deductions from her security deposit and therefore she believes the full amount should have been returned.

- The landlord also offered her a rent reduction of \$300.00 per month for the month of November 2012 through January 2013, however he cashed the full November 2012 rent cheque and she is therefore requesting that the \$300.00 be returned.

The respondent testified that:

- He did not returned the tenants full security deposit or apply for Dispute Resolution to keep any of the security deposit as he was unaware of the requirements of the Residential Tenancy Act.
- The offer of \$300.00 per month rent reduction was only if the tenant stayed for those three months, and was offered as an incentive. The tenant however did not stay for the three months and moved out after only one month and therefore the rent reduction does not apply.

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 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 November 30, 2012 and the tenant sent the landlord a forwarding address in writing by registered mail on December 12, 2012, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore even though the tenant has not applied for double the security deposit, I am required to order that the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a security deposit of \$700.00, and therefore the landlord is required to pay \$1400.00, less the \$290.00 already returned, for a balance of \$1110.00.

I will not allow the tenants claim for return of \$300.00 in rent, as I have reviewed the offer from the landlord and the offer was for a three-month period, and I accept that it was as an incentive to stay in the rental unit.

Therefore since the tenant did not stay in the rental unit, the rent reduction does not apply.

I will allow recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the respondent to pay \$1160.00 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 *Manufactured Home Park Tenancy Act*.

Dated: March 25, 2013

Residential Tenancy Branch

