



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, DRI

Introduction

This is an application for a Monetary Order for return of a security deposit.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, 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

Has the applicant established a claim for the return of her security deposit?

Background and Evidence

This tenancy began on August 1, 2013, and on August 12, 2013 the tenant paid a security deposit of \$325.00.

This tenancy ended on March 31, 2014 and the landlord admits that he received a forwarding address in writing on that date.

The landlord did not apply for dispute resolution to keep any of the security deposit, however he only returned \$50.00 of the deposit.

The tenant has given the landlord no written permission to keep any or all of the security deposit.

Analysis

Section 38 of 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 March 31, 2014 and the landlord had a forwarding address in writing by March 31, 2014 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 security deposit of \$325.00, and therefore the landlord must pay \$650.00.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

Therefore pursuant to Sections 38 and 67 of the Residential Tenancy Act, I have issued a Monetary Order in the amount of \$700.00; however the landlord has already issued a \$50.00 cheque to the tenant, and therefore if the tenant cashes that cheque that will be considered as a \$50.00 payment towards the \$700.00 order leaving a \$650.00 balance.

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: June 11, 2014

Residential Tenancy Branch

