



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This is an application for a monetary order for \$3001.58.

Some documentary 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 monetary claim against the respondent and if so in what amount?

Background and Evidence

The applicant testified that:

- At the beginning of the tenancy she paid a security deposit of \$2200.00.
- At the end of the tenancy the landlord only returned \$1538.42 of the deposit even though she did not give any permission for the landlord to keep any or all of the security deposit.
- The landlord had her forwarding address on January 31, 2014.
- She is therefore requesting that the landlord returned double the security deposit less the amount already paid.
- The landlord also cashed a postdated cheque that was supposed have been returned at the end of the tenancy and was for a rental period after the tenancy

had ended. The landlord has admitted the mistake but has failed to return the \$2200.00.

- She has also had two \$45.00 bank charges caused by mistakes made by the landlord and she is also requesting an Order that the landlord reimbursed or for those bank charges.

The respondent testified that:

- He does not dispute the request for return of the \$2200.00 rent cheque that was cashed after the tenant moved out, nor does he dispute the to \$45.00 bank charges.
- He did not get the tenants permission to keep any or all of the security deposit nor did he apply for dispute resolution because he was unaware of the fact that was required.
- Deductions were made from the deposit for cleaning, carpet cleaning, and replacing garage door remotes.

Analysis

The landlord is not disputing the claim for the \$2200.00 for a rent cheque it was cashed after the tenancy ended and I therefore allow that portion of the claim.

The landlord also states that he does not dispute the two \$45.00 bank charges, and I therefore allow those claims.

As far as the security deposit is concerned, 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 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 January 15, 2014 and the landlord admitted at the hearing that he had a forwarding address in writing by January 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 \$2200.00 and therefore the landlord must pay \$4400.00 minus the \$1538.42 already returned for a balance of \$2861.58.

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

Therefore the total amount that I have allowed is as follows:

Return of rent overpayment	\$2200.00
Bank charge	\$45.00
Bank charge	\$45.00
Double security deposit minus amount returned	\$2861.58
Filing fee	\$50.00
Total	\$5201.58

Conclusion

Pursuant to Sections 38 and 67 of the Residential Tenancy Act I have issued an Order for the respondent to pay \$5,201.50 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: June 23, 2014

Residential Tenancy Branch

