



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application for a Monetary Order for \$380.00 and a request for recovery of the \$50.00 filing fee.

Some documentary evidence and written arguments have 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

Have the applicants established a monetary claim against the respondent, and if so in what amount?

Background and Evidence

This tenancy began on July 1, 2012 with a monthly rent of \$2580.00 and a security deposit of \$1250.00 was collected prior to the tenancy.

The tenants vacated the rental unit on June 14, 2014, and the landlord has admitted that he received a forwarding address in writing on June 14, 2014.

The landlord did not get any permission from the tenants to keep any or all of the security deposit; however the landlord was held \$380.00 of the security deposit.

The tenants are asking for the return of the remainder of their security deposit and recovery of the \$50.00 filing fee.

The landlord did not apply for dispute resolution to keep any or all of the security deposit, nor does he have any previous orders from an arbitrator of allowing him 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 nor 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 June 14, 2014 and the landlord has admitted that he had a forwarding address in writing by June 14, 2014, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore I am required to Order that the landlord must pay double the amount of the security deposit to the tenants unless the tenants wave their right to double the security deposit.

Therefore in this case, since the tenants paid a deposit of \$1250.00, the landlord would be required to pay \$2500.00 to the tenants, less the \$870.00 already returned, for a difference of \$1630.00.

In this case however the tenant stated that she is waving the right to double the security deposit and is only requesting the \$380.00 amount withheld by the landlord.

I therefore allow the tenants request for an Order for the \$380.00 amount withheld, plus recovery of the \$50.00 filing fee.

Conclusion

Pursuant to sections 38 and 72 of the Residential Tenancy Act have issued an Order for the respondent to pay \$430.00 to the applicants

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: September 03, 2014

Residential Tenancy Branch

