



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

The tenant seeks recovery of the \$331.39 remainder of a \$690.00 security deposit.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the tenant is owed that money?

Background and Evidence

The rental unit is a one bedroom condominium apartment. The tenancy started in March 2014 for a six month fixed term. The monthly rent was \$690.00 per month. The landlord received a \$690.00 security deposit.

The tenant vacated on August 31, 2014. He had provided the landlord with his forwarding address and on September 12, 2014 she sent him his security deposit less \$331.39 that she considered to be an amount he was responsible for due to alleged damage to the premises.

The tenant did not agree to the reduction from his security deposit. The landlord has not applied for an arbitrator's order awarding her any money or permitting her to keep any portion of the deposit.

Analysis

This decision was rendered at hearing.

Section 38 of the *Residential Tenancy Act* (the "Act") provides that a landlord holding a deposit must either repay it or make an application to keep it within fifteen days after the end of the tenancy and after receiving the tenant's forwarding address in writing.

That time is long passed. The landlord is free to apply for her own monetary award for the damage she claims but she hasn't done so yet and in the meantime the tenant is entitled to return of the \$331.39 balance of his deposit.

Section 38 also provides that if a landlord fails to return the deposit or make application to keep it within the fifteen day period, she must pay the tenant double the deposit.

The tenant has not sought that doubling penalty in his application. Residential Tenancy Policy Guideline 17 "Security Deposit and Set off [*sic*]" indicates that I am to award the doubling amount even when not claimed by a tenant, unless the tenant specifically declined by the tenant. At this hearing the tenant specifically declined the doubling.

The landlord indicated and the tenant admits that the Dispute Address shown in the application was the wrong address. I dismiss that argument. The error created no confusion. This tenant rented only these premises from the landlord and his claim for the exact remainder of his deposit left no room for argument about what he was seeking.

Conclusion

The tenant will have a monetary order against the landlord for the \$331.99 remainder of the deposit, plus the \$50.00 filing fee for a total of \$381.39.

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: February 16, 2015

Residential Tenancy Branch

