



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD

Introduction

This is an order for the return of a portion of the security deposit that the landlord withheld at the end of the tenancy.

Some documentary evidence, photo 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

Has the applicant established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

This tenancy began on September 1, 2013 and at that time a \$200.00 security deposit was paid.

The tenancy ended on June 30 first 2014, and the landlord was given a forwarding address in writing on that same date.

The landlord subsequently returned \$120.00 of the tenant's security deposit.

The tenant did not give the landlord any permission to keep any or all of the security deposit.

The landlord stated that she informed the tenant she would be keeping a portion of the security deposit to cover the cost of cleaning that was needed.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return 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 July 31, 2014 and the landlord has admitted that she had a forwarding address in writing by July 31, 2014 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 deposit of \$200.00, and therefore the landlord must pay \$400.00 less the \$120.00 already returned for a difference of \$280.00.

Conclusion

I have issued an order for the respondent to pay \$280.00 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 *Residential Tenancy Act*.

Dated: March 16, 2015

Residential Tenancy Branch

