



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cornerstone Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This was a hearing with respect to the tenant's application for the return of her security deposit. the hearing was conducted by conference call. The tenant called in and participated in the hearing with her mother. The landlord's named representative and another employee of the landlord participated in the hearing.

### Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit?

### Background and Evidence

The tenancy began on April 15, 2014 for a fixed term ending April 30, 2015. The monthly rent was \$550.00. The tenant paid a security deposit of \$275.00 at the start of the tenancy. The tenant gave notice in July, 2014 and moved out on August 31, 2014. After the tenancy ended the landlord alleged that the tenant was liable for a lease break fee of \$500.00 and cleaning charges. The tenant did not agree to the landlord's charges and did not agree that the landlord could keep the tenant's security deposit. The landlord did not apply for dispute resolution to claim the deposit. The tenant applied in November, 2014 for the return of her deposit and to dispute the landlord's claim for a \$500.00 lease break fee. The landlord did write to the tenant In October, 2014 to demand payment of \$500.00. In the letter the landlord claimed that the tenant's deposit was forfeit to the landlord although in fact the landlord has not applied for dispute resolution to claim the deposit and the tenant did not authorize the landlord in writing to keep the deposit.

The tenant did not provide the landlord with her forwarding address in writing before she filed her application for dispute resolution on November 10, 2014.

Analysis

The landlord does not have permission in writing to keep the tenant's security deposit and it has not filed an application for dispute resolution to claim it. The landlord's representative said at the hearing that the landlord does not intend to make a claim against the tenant. Based on the evidence provided, I find that the tenant is entitled to the return of her \$275.00 deposit, but not to double the amount of the deposit, because she has not shown that she provided the landlord with her forwarding address in writing before she filed her application for dispute resolution. Because the tenant's award is founded in part upon the landlord's decision not to proceed with its own claim, I decline to award the tenant the filing fee for her application.

Conclusion

I grant the tenant a monetary award in the amount of \$275.00. This order may be registered in the Small Claims court and enforced as an order of that court.

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 15, 2015

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Residential Tenancy Branch

