



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REHEARING DECISION**

Dispute Codes      MNSD, FF

### Introduction

This matter first came on for hearing on June 11, 2015. At that time the tenant was awarded return of an \$825.00 security deposit, doubled pursuant to s.38 of the *Residential Tenancy Act* plus return of a \$300.00 key fob deposit.

Since then, the landlord has successfully applied for review of that decision, based on evidence not available at that hearing, and the matter has been returned for a new hearing.

The new evidence is composed of a letter from the tenant to the landlord, dated January 21, 2015, in which she acknowledges return of the \$300.00 key fob deposit.

### Issue(s) to be Decided

Does the relevant evidence presented during this hearing show on a balance of probabilities that the tenant is owed the key fob deposit money?

### Background and Evidence

The essential facts of the tenancy were reported in my earlier decision,, dated June 11, 2015.

The tenant admits she received the key fob money back but says that there was another \$300.00 deposit; a “move in/move out” deposit and she has not received that back.

### Analysis

The tenant's application heard June 11, 2015 was to recover a key fob deposit. There was no claim for a "move in/move out" deposit. It is clear she received the key fob deposit back. She was not entitled to receive an award for return of the key fob deposit.

The monetary order of \$2000.00 dated June 11, 2015, granted to the tenant after that hearing **IS HEREBY CANCELLED**. The parties confirm that no money has been paid in reduction of it.

The tenant will have a new monetary order against the landlord in the amount of \$1700.00.

If the tenant wishes to recover some other alleged deposit money, she is free to apply, subject to applicable law and time limitations.

The landlord has intimated that she feels entitled to damages for carpet staining. She is free to apply in that regard as well, subject to applicable law and time limitations.

#### Conclusion

The monetary order dated June 11, 2015 is hereby cancelled.

The tenant will have a monetary order against the landlord in the amount of \$1700.00.

This decision was rendered orally at hearing and 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 10, 2015

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Residential Tenancy Branch

