



Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding Cascadia Apartments Residential Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application brought by the tenant requesting an order for the landlord to pay \$2000.00 to the tenant, and requesting recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant 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.

Both parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The tenant paid a security deposit of \$1000.00 on March 1, 2014 and the tenancy began on April 1, 2014.

This tenancy ended on November 30, 2015 and a forwarding address in writing was given to the landlord at that time.

The tenant testified that, to date, he has not received any of his security deposit back, and therefore he is requesting an order that the landlord return double the security deposit.

The landlord testified that the tenant agreed in writing to deductions of \$245.00 from the security deposit at the end of the tenancy, and on December 10, 2015 they mailed a check to the tenant for the remaining \$755.00.

In response to the landlord's testimony the tenant testified that he has never received a check from the landlords for any of the security deposit and that is why he applied for dispute resolution.

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.

In this case, the landlord got the tenants written permission to keep \$245.00 of the security deposit however the landlord was still required to return the remaining \$755.00 within the 15 day time frame and although the landlord claims to have mailed a check to the tenant for the remainder of the security deposit, the landlord has provided no evidence in support of that claim.

This tenancy ended on November 30, 2015 and the landlord has admitted that they had a forwarding address in writing by November 30, 2015 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the \$755.00 amount of the remaining security deposit to the tenant, for a total of \$1510.00.

Having allowed a large portion of the tenant's claim I also order the landlord to bear the cost of the \$50.00 filing fee.

Conclusion

Pursuant to sections 38 and 72 of the Residential Tenancy Act I've issued a monetary order in the amount of \$1560.00.

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 22, 2016

Residential Tenancy Branch