



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

The tenant applies to recover a \$675.00 security deposit.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Do the landlords have lawful grounds for retaining the deposit money?

Background and Evidence

The rental unit is a two bedroom apartment above commercial premises. The tenancy started in January 2014 and ended July 31, 2017. The tenant provided a forwarding address in writing to the landlords on or about August 12, 2017. She made this application on August 25, 2017.

The landlords have not returned the deposit money nor have they made their own application claiming against it. The landlord Ms. P. testifies that the tenant declined to clean the premises on leaving and told her to just keep the deposit.

The tenant denies that authorization.

Analysis

Section 38 of the *Residential Tenancy Act* requires that once a tenancy has ended and once the tenant has provided a forwarding address in writing a landlord must, within fifteen days, either repay the deposit money or make an application to keep all or a portion of it. This section does not apply if a landlord has her tenant's written authorization to keep deposit money.

The landlords did not have the tenant's written authorization to keep deposit money and they have not repaid it or made an application for dispute resolution (yet) to keep the money.

The tenant is entitled to return of the deposit of \$675.00.

The doubling provision in s. 38 does not apply as the tenant brought her application before the expiry of the fifteen day period.

Conclusion

The tenant's application is allowed. She will have a monetary order against the landlords in the amount of \$675.00.

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: November 30, 2017

Residential Tenancy Branch