



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issue to be Decided**

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

### **Background and Evidence**

Both parties agreed to the following: The tenancy started on September 01, 2017 and ended on April 30, 2018. The monthly rent was \$700.00. The landlord agreed that at the start of the tenancy the tenant paid a security deposit of \$350.00 and that at the time of this hearing she was in possession of the deposit. The tenant agreed that even though the tenancy ended on April 30, 2018, she provided the landlord with a forwarding address in September 2018, shortly before she made this application for the return of the deposit.

The landlord stated that she did not return the deposit because the tenant had installed a closet into the bedroom wall and had promised to have it removed when she moved out. The landlord referred to a signed document dated September 09, 2017 which states that the tenant agreed to forfeit her security deposit if the closet was not removed at the end of tenancy.

The tenant responded by saying that the document was not signed by her and that the signature on the document was forged. The tenant also referred to a copy of a conversation between the parties which took place on March 30, 2018. The landlord agreed that she informed the tenant that "*the closet can stay up*". The landlord also agreed that the closet was being used by the new tenants.

The tenant stated that despite her requests for the return of the deposit the landlord refused to return it to her.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. In this case, the tenant sent the landlord her forwarding address on or about the time she made application for the return of the deposit and is therefore not entitled to the return of double the deposit. However, the tenant is entitled to the return of the base amount of the deposit.

Accordingly, I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for \$350.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Regarding the landlord's claims relating to loss that she may have suffered, I am not able to hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's application. The landlord is at liberty to file her own application for damages against the tenant.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$350.00**.

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: January 08, 2019

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Residential Tenancy Branch