



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

The tenant applies for return of deposit money following the end of this tenancy.

Both 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

Does the landlord have grounds to hold the deposit money?

Background and Evidence

The facts are not in dispute. The rental unit is a three bedroom home. There is a written tenancy agreement. The tenancy started in June 2018 for a fixed term to July 1, 2019 at a monthly rent of \$2500.00. The tenant paid a \$1250.00 security deposit and a \$250.00 pet damage deposit which the landlord still holds.

The tenancy ended April 30, 2019 and the landlord regained possession. The tenant provided a forwarding address in writing by text sent May 17 and again by serving her application on the landlord by registered mail sent July 4 and received by the landlord in late August.

Analysis

The landlord does not have the tenant's written authority to retain any of the deposit money nor does he have an order authorizing him to do so. The fifteen day period during which he may have made his own application for dispute resolution and thereafter held the deposit money pending hearing has passed.

The tenant is entitled to recover the \$1500.00 of deposit money plus the \$100.00 filing fee for this application.

The tenant was informed of the doubling penalty imposed by s. 38 of the *Residential Tenancy* and specifically declined the doubling penalty at this hearing.

The landlord has filed material in support of his own claim for a monetary award against the tenant. He was informed at hearing that in order for such a claim to be advanced he is required to make his own application for dispute resolution and that he is free to do so after this hearing.

Conclusion

The tenant will have a monetary order against the landlord in the amount of \$1600.00.

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: October 08, 2019

Residential Tenancy Branch