



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all 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.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for return of double the \$875.00 security/pet deposit for a total of \$1750.00 and a request for recovery of the \$50.00 filing fee

Background and Evidence

The applicant testified that:

- A security deposit/pet deposit totalling \$875.00 was paid to the landlord on July 27, 2011.
- She moved out of the rental unit on February 29, 2012 and gave the landlords a forwarding address in writing on that same date.
- The landlord has not returned any of her security/pet deposit and she did not give the landlord any permission to keep the security deposit.
- She is therefore requesting an order for return of the security deposit double.

The landlord testified that:

- There were two parties who were on, and signed, this tenancy agreement, and the other party has agreed in writing to deductions from the security deposit.
- Therefore deductions were made from the security deposit and then on March 15, 2012 the remainder was returned to the parties in two cheques.

- One the cheque was sent to the applicant in the amount of \$196.72 and one cheque was sent to the other tenant in the amount of \$196.71.
- To date the applicants cheque has not been cashed however the cheque sent to the other tenant has been cashed.
- They are certainly willing to put a stop payment on the original cheque sent to the applicant, and re-issue a new cheque.

Analysis

It is my finding that the landlord does have written permission from one of the signatories to this tenancy agreement to keep a portion of the security deposit.

I also accept the landlord's testimony that the remainder of the security deposit was mailed to the parties in two separate cheques, within the time limits set out under the Residential Tenancy Act.

Therefore I am not willing to issue any order against the landlords.

The landlord has agreed to put a stop payment on the original cheque and issue a new one to the applicant and it is my decision that this satisfies the landlord's obligations.

Conclusion

This application is dismissed without leave to reapply.

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: April 11, 2012.

Residential Tenancy Branch