



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

Some documentary evidence and written arguments has 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 an application for a monetary order for return of double the \$900.00 security deposit, and a request for recovery of the \$50.00 filing fee, for a total order of \$1850.00.

Background and Evidence

This tenancy began on October 1, 2011, and ended on November 30, 2012.

At the beginning of the tenancy the tenants paid a security deposit of \$900.00.

The landlord had a forwarding address in writing before the end of the tenancy.

The applicants testified that:

- The landlord has not returned their security deposit nor given them an explanation as to why it has not been returned.
- They did not give the landlord any permission to keep the security deposit.
- They are therefore requesting an order for return of double the security deposit.

The respondent testified that:

- He sent a cheque to the tenants for the return of the security deposit, less approximately \$60.00 because the tenants vacated the rental unit late.
- He was unaware that the tenants did not receive the cheque and the cheque has never been returned to him.
- Since receiving this application for dispute resolution he has discovered that the cheque has not been cashed.
- The tenants didn't give him permission to keep any money from the security deposit; however he put a note in with their cheque explaining why he had deducted money.

Analysis

The Residential Tenancy Act states that, if the landlord does not either return the full 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.

The landlord has not returned the tenants full security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

The landlord testified that he sent a cheque for the majority of the security deposit; however he admits that he made a deduction from that security deposit without any permission from the tenants to do so. Further, the tenants testified that they have not received a cheque from the landlord.

This tenancy ended on November 30, 2012 and the landlord had a forwarding address in writing by before November 30, 2012, 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 amount of the security deposit to the tenant.

The tenants paid a security deposit of \$900.00, and therefore the landlord must pay \$1800.00 to the tenants.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the respondent to pay \$1850.00 to the applicant's.

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 23, 2013

Residential Tenancy Branch

