



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

A dispute resolution hearing was held on May 14, 2015 and a decision was issued on May 15, 2015, in which the landlord was ordered to return double the security deposit and pay the filing fee paid by the tenants. In that hearing the arbitrator had determined that the security deposit paid was \$1000.00.

On May 27, 2015 the landlord file for review of the original decision in on June 3, 2015 the arbitrator issued a review consideration decision sending the matter back to a hearing to determine one specific issue, the amount of security deposit that had been paid.

A review hearing date was set for July 27, 2015, however I was unable to complete the hearing on that date as the parties were missing some significant information.

The hearing was therefore adjourned to today, October 5, 2015, to allow service of those documents, and at today's conference call, all parties confirmed receipt of those documents.

Issue(s) to be Decided

The issue to be decided is the amount of security deposit that was paid at the beginning of this tenancy.

Background and Evidence

The tenants have argued that they paid a total of \$2500.00 to the landlord on July 19, 2014 which represented a \$1000.00 security deposit, and \$1500.00 rent. In support of this claim the tenants have supplied a bank transaction record that shows that they withdrew \$2500.00 on July 19, 2014.

The tenants further argued that the tenancy agreement shows that the landlord was requesting a \$1000.00 security deposit and that although they changed the amount on the tenancy agreement to \$750.00, the landlord refused to sign that change and collected the full \$1000.00.

The landlord argued that the tenants only paid \$750.00 security deposit as is written on the tenancy agreement, and the only reason she did not sign the amendment was because the tenants had made other amendments on the tenancy agreement, to which she did not agree.

In support of the landlords claim that the tenants only paid a \$750.00 security deposit the landlord has supplied a copy of her bank statement that shows on July 21, 2014 there was a deposit of \$2250.00, which she states represents the \$1500.00 rent, and \$750.00 security deposit.

Analysis

It is my finding, based on the balance of probabilities, that the tenants only paid a security deposit of \$750.00.

The tenant's bank transaction record does show a withdrawal of \$2500.00 on July 19, 2014, however I have no way of knowing whether or not the tenants gave this full amount to the landlord.

Further, the fact that the landlord's bank record shows a deposit of \$2250.00 on July 21, 2014, supports the landlords claim that the tenants only paid a \$750.00 security deposit.

Further, the fact that the tenancy agreement was changed to show the \$1000.00 security deposit crossed out and \$750.00 written in, also supports the landlords claim that only a \$750.00 security deposit was paid.

I also accept the landlord's argument that she failed to sign the amendment because of other amendments that the tenants had written on the tenancy agreement. The tenants have written the signature line below other amendments, for which the tenants did not supply a signature line.

Therefore the original order that was issued on May 15, 2015 requiring the landlords to pay \$2050.00 is hereby canceled and I have issued an order for the landlord to pay

double the \$750.00 security deposit for a total of \$1500.00, plus recovery of the \$50.00 filing fee, for a total order of \$1550.00.

Conclusion

I hereby Order that the monetary order issued on May 15, 2015, in file 540645, in the amount of \$2050.00 is hereby canceled.

I have issued a monetary order for the landlord/respondent to pay \$1550.00 to the tenants.

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 05, 2015

Residential Tenancy Branch

