



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$790.26, and recovery of her \$50.00 filing fee.

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

The parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

This tenancy began on March 1, 2007 and at that time a security deposit of \$387.50 was paid.

This tenancy ended on May 31, 2015 and the landlord has admitted to receiving a forwarding address in writing by June 15, 2015.

The tenant testified that she has not given the landlord any permission, written or otherwise, to keep any of her security deposit, however the landlord has failed to return a large portion of her deposit.

The tenant testified that the landlord has deducted money from the deposit and that, as of today's date, the only amount that has been returned is \$113.15.

The tenant further testified that the landlord did not apply for dispute resolution to keep any of the security deposit and therefore she is requesting an order for double her security deposit, and recovery of her filing fee, less the \$113.15 that has been returned.

The landlord testified that the tenant was supposed to pay one third of the utilities during the tenancy and therefore once he was able to determine the exact amount, he deducted that from the security deposit and, as stated by the tenant, has subsequently returned \$113.15.

The landlord further testified that he did not apply for dispute resolution to keep any of the security deposit as he did not know that he was required to.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the 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.

This tenancy ended on May 31, 2015 and the landlord had a forwarding address in writing by June 15, 2015, 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 tenant paid a security deposit of \$387.50, and therefore the landlord must pay \$775.00 to the tenant, plus interest on the security deposit totaling \$10.41, for total of \$785.41, less the \$113.15 that was already returned leaving a balance of \$672.26.

Pursuant to Section 72 of the Residential Tenancy Act, I also order that the landlord pay the \$50.00 filing fee paid by the tenant.

Conclusion

Pursuant to Section 67 of the Residential Tenancy Act, I have issued an Order for the landlord to pay \$722.26 to the tenant.

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 19, 2015

Residential Tenancy Branch

