



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

A substantial amount of documentary evidence, photo 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.

All testimony was taken under affirmation.

Issues(s) to be Decided

The applicants are requesting an order for the return of \$350.00 of their security/pet deposits, an order for a \$100.00 for a dishwasher they sold to the landlords, and are requesting that the landlords bear the \$50.00 cost of the filing fee that they paid for this hearing.

Decision and reasons

The landlord has not returned the tenants 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 well past.

The Residential Tenancy Act states that, if the landlord does not either get written permission to keep all or a portion of the security deposit, return 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.



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
Ministry of Housing and Social Development

This tenancy ended on June 30, 2009 and the landlord had a forwarding address in writing by July 1, 2009 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore even though the tenants have not applied for double the security deposit, I am required to order that the landlord must pay double the amount of any of the security deposit which the tenants have not agreed to allow the landlord to keep, to the tenant.

The tenants have agreed to allow the landlords to keep all of the security deposit except for \$350.00; therefore the landlords must pay double the \$350.00 for a total of \$700.00.

I further order that the landlords bear the \$ 50.00 cost of the filing fee paid for this hearing.

The \$100.00 claim for the dishwasher does not arise from the residential tenancy, it is a separate sales agreement and therefore the Residential Tenancy Act has no jurisdiction over this claim. I therefore decline jurisdiction over the \$100.00 claim for the dishwasher.

Conclusion

I have issued an order for the respondents to pay \$750.00 to the applicants.

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: November 12, 2009.

Dispute Resolution Officer