

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.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for return of \$570.00 of the security deposit which the landlord has withheld. The applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee that was paid for this dispute resolution hearing

Decision and reasons

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

This tenancy ended on February 28, 2010 and the landlord had a forwarding address in writing by March 12, 2010 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore, the tenant had a valid claim for double the security deposit however on this application she is not claiming double, and is only asking for the return of the \$570.00 that has been withheld

The landlord stated that he did not file a claim because he did not realize that he was obliged to do so; however ignorance of the law is not defence, and landlords should ensure that they know their obligations and rights under the law.

I therefore allow the tenants full claim for the return of \$570.00 of the security deposit and for the \$50.00 filing fee.

Conclusion

I have issued an order for the respondent/landlord to pay \$620.00 to the applicants/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: May 20, 2010.

Dispute Resolution Officer