

DECISION

Dispute Codes FF, MNSD

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 and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for an order for double the \$1150.00 security deposit, for a total of \$2300.00 plus interest and a request of the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution

Background and Evidence

The applicant testified that:

- They paid a deposit \$1150.00 on June 1 of 2008.
- They moved out of the rental unit on October 31, 2009 and a forwarding address in writing was given to the landlord on that date.
- As of today's date the landlord has failed to return the security deposit.

The applicant is therefore requesting an order that the respondent return double the security deposit as required by the Residential Tenancy Act.

The respondent testified that:

- That tenant did give her a forwarding address in writing and requested return of the deposit however she has not returned the security deposit because the tenant left damages in the rental unit.
- She was not aware that there was a time limit on returning the security deposit.
- She has not applied for dispute resolution to keep any or all of the security deposit.

Analysis

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 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 October 31, 2009 and the landlord had a forwarding address in writing by October 31, 2009 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 deposit \$1150.00 and therefore the landlord must pay \$2300.00, plus interest of \$8.67, for a total of \$2308.67.

I further order that the respondent landlord bear the \$50.00 cost of the filing fee that the tenant paid for her application for dispute resolution.

Conclusion

The applicant's full claim is allowed and I have therefore issued an order for the respondent to pay \$2358.67 to the applicant.

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: June 25, 2010.

Dispute Resolution Officer