

DECISION

Dispute Codes MNSD, MNDC, and FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on March 19, 2010, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for an order for the landlord to pay double the security deposit to the tenants plus their interest and the filing fee.

Background and Evidence

The applicants testified that:

- They paid a security deposit of \$600.00 October 19, 2008.
- They vacated the rental unit on February 26, 2010 and at that time a forwarding address in writing was hand delivered to the landlord.
- The landlord has not returned any of their security deposit to date.

Analysis

The landlord has not returned the tenant's security deposit, did not get written permission from the tenants to keep the deposit, and did not apply for dispute resolution to keep any or all of tenant's security deposit, within the time limit set out in the Residential Tenancy Act.

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get written permission from the tenants to keep 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 26, 2010, and the landlord had a forwarding address in writing by February 26, 2010, 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 \$600.00 security deposit to the tenant, for a total of \$1200.00 plus interest of \$1.82, bringing the total to \$1201.82.

I also order that the landlord bear the \$50.00 cost of the filing fee that was paid by the tenant's further application for dispute resolution.

Conclusion

I have allowed the applicants full claim and have issued an order for the respondent to pay \$1251.82 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: July 02, 2010.

Dispute Resolution Officer