



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes FF, MNSD

Introduction

Some documentary evidence and written arguments have 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 the landlord to pay double the security deposit plus interest to the tenant. The tenant is also requesting that the landlord bear the \$50.00 cost of the filing fee which was paid for the application for dispute resolution.

Background and Evidence

The applicant testified that:

- On May 16, 2010, he vacated the rental unit and gave the landlord a forwarding address in writing.
- He has never given the landlord any permission to keep the security deposit, nor has the landlord applied for dispute resolution to keep any of the security deposit.

The applicant is therefore requesting an order that the landlord returned double the security deposit plus interest, plus his filing fee.

The respondent testified that:

- The tenant did give him a forwarding address in writing when he vacated on May 16, 2010, it was found in his mailbox.
- He has not applied for dispute resolution to keep the security deposit however he sent a statement to the tenant stating why he was keeping the security deposit.
- The tenant caused extensive damage at the rental unit, and the cost to repair is well in excess of the amount 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 May 16, 2010 and the landlord had a forwarding address in writing by May 16, 2010 and the landlord has provided 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 of \$375.00 and therefore the landlord must pay \$750.00, plus interest of \$4.86, for a total of \$754.86.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

I further order that the landlord bear the \$50.00 cost of the filing fee that was paid by the tenant.

Conclusion

I have issued an order for the respondent/landlord to pay \$804.86 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: September 01, 2010.

Dispute Resolution Officer