



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      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.

### Issue(s) to be Decided

This is a request for an order for return of double the \$1250.00 security deposit, for a total of \$2500.00.

### Background and Evidence

The applicant testified that:

- She paid a security deposit of \$1250.00 on November 1, 2009.
- She moved out of the rental unit on February 26, 2011.
- She personally served the landlords with a forwarding address in writing on February 26, 2011.
- To date the landlords have failed to return any of her security deposit.

The applicant is therefore requesting an order for return of double her security deposit.

The respondent testified that:

- The tenant did pay a security deposit of \$1250.00.
- They have not returned any of the security deposit.

- They have not applied for dispute resolution to keep any of the security deposit nor has the tenant given them written permission to keep any of the security deposit.
- They were unaware of any requirement to apply to keep the security deposit.

### Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get written permission from the tenant 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, 2011 and the landlord had a forwarding address in writing by February 26, 2011 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore I order that the landlord must pay double the \$1250.00 amount of the security deposit to the tenant for a total amount of \$2500.00.

### Conclusion

I have issued a monetary order in the amount of \$2500.00.

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 29, 2011.

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Residential Tenancy Branch