



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

Some 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 February 24, 2011, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for return of the security deposit in the amount of \$650.00 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- At the beginning of the tenancy he paid a security deposit in the amount of \$650.00.
- He vacated the rental unit on January 14, 2011, and he sent the landlord a forwarding address in writing in the first week of February, 2011.
- To date the landlord has not returned any of his security deposit.

The applicant is therefore requesting an order for return of the security deposit and recovery of his \$50.00 filing fee.

Analysis

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.

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 well past.

This tenancy ended on January 14, 2011 and the landlord had a forwarding address in writing by February 2011 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore even though the tenant has not applied for double the security deposit, the Residential Tenancy Act requires that the landlord must pay double the amount of the security deposit to the tenant.

Therefore since the tenant paid a deposit of \$650.00, the landlord must pay \$1300.00.

I also order recovery of the \$50.00 filing fee

Conclusion

I have issued an order for the respondent to pay \$1350.00 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 03, 2011.

Residential Tenancy Branch