



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 Notice of Hearing and the Dispute Resolution papers were served on the respondent by registered mail that was mailed on April 13, 2011 to the respondent's present address, and therefore are deemed served 5 days later even if the respondent refuses to accept them.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$1900.00, and request for recovery of the \$50.00 filing fee

Background and Evidence

The applicant testified that:

- At the end of the tenancy the landlord had agreed to return the full security deposit of \$750.00 and the full pet deposit of \$200.00.

- At no time did she ever give the landlord permission to retain any of the security deposit.
- A forwarding address in writing was given to the landlord on February 23, 2011 and the tenancy ended on March 1, 2011.
- The landlords withheld all but \$450.00 of the deposits, and even that money was not returned until well into April 2011.

The applicant is therefore requesting an order for double the \$950.00 security/pet deposit plus the \$50.00 filing fee, minus the \$450.00 that was already returned.

Analysis

The Residential Tenancy Act states that, if the landlord does not either get the tenants written permission to retain the security deposit, 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 March 1, 2011 and the landlord had a forwarding address in writing by February 23, 2011 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

The landlord did not apply for dispute resolution to keep any or all of tenant's security deposit, or return the tenant's security deposit within the time limit set out in the Act, and when the deposit was returned it was not returned in full.

Therefore, the landlord must pay the following amounts:

Double the \$750.00 security deposit	\$1500.00
Double the \$200.00 pet deposit	\$400.00
Filing fee	\$50.00
Subtotal	\$1950.00
Less money already returned	\$450.00
Total	\$1500.00

Conclusion

I have issued an order for the respondent to pay \$1500.00 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: July 28, 2011.

Residential Tenancy Branch