



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, 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 a monetary order in the amount of \$1450.00 and a request for recovery of the \$50.00 filing fee for a total claim of \$1500.00.

### Background and Evidence

This tenancy ended on March 31, 2011.

The landlord was given a forwarding address in writing on March 23, 2011.

The landlord has not returned the tenants security deposit in the amount of \$725.00.

The tenants have not given the landlord any permission to keep the security deposit.

The landlord has not applied for dispute resolution to keep any or all of the security deposit.

The landlord stated that she was unaware of the requirement to apply for dispute resolution to keep any or all of 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 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 tenants double the amount of security deposit.

The landlord has not done any of the above, and the time limit is now past.

This tenancy ended on March 31, 2011 and the landlord had a forwarding address in writing by March 23, 2011 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 security deposit to the tenants.

I also allow the tenants claim for recovery of the filing fee.

### Conclusion

I have issued a monetary order in the amount of \$1500.00.

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: August 08, 2011.

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Residential Tenancy Branch