



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNSD, FF

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 April 27, 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 double, plus interest and a request for recovery of the filing fee.

Background and Evidence

The applicant testified that:

- The landlord has failed to return her security deposit in the amount of \$475.00 plus interest.
- She paid the deposit on April 1, 2008.
- She gave the landlord a Notice to End Tenancy on October 29, 2010 and at that time supplied a forwarding address in writing to the landlord.
- She vacated the rental unit on November 27, 2010.

- The landlord applied for dispute resolution claiming damages to the rental unit however the landlord's application was dismissed in full and therefore the full security deposit should have been returned.

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 past.

This tenancy ended on November 27, 2010 and the landlord had a forwarding address in writing by October 29, 2010 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 tenant.

The tenant paid a deposit of \$475.00, and therefore the landlord must return \$950.00, plus interest of \$5.35 for a total of \$955.00.

I also allow recovery of the \$50.00 filing fee.

Conclusion

I have allowed the applicants full claim and have issued a monetary order against the landlord in the amount of \$1005.35.

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 15, 2011.

Residential Tenancy Branch