



Dispute Resolution Services

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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 an application for a monetary order in the amount of \$1362.71 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- At the beginning of the tenancy she paid the security deposit of \$675.00, on October 21, 2007.
- The tenancy ended on July 28, 2010 however to date the landlord has refused to return the security deposit plus interest, even though a forwarding address was sent to the landlord by registered mail on August 25, 2010.

- She has never given the landlord any written permission to keep the security deposit.
- She is therefore requesting an order for double her security deposit as required by the Residential Tenancy Act.

The respondent testified that:

- She has kept the full security deposit because of the need for cleaning and repairs.
- She was unaware of the requirement to apply for dispute resolution.

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 July 28, 2010 and the landlord had a forwarding address in writing by August 30, 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 tenant.

The tenant paid a deposit of \$675.00 and therefore the landlord must pay \$1350.00, plus interest of \$12.15 for a total of \$1362.15.

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

Conclusion

I have issued a monetary order in the amount of \$1412.15.

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: September 02, 2011.

Residential Tenancy Branch