



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

Some documentary evidence and written arguments have 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 applicants testified that the respondent was served with notice of the hearing by registered mail that was mailed on June 2, 2011, however the respondent 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 \$1150.00

Background and Evidence

The applicants testified that:

- This tenancy began on February 15, 2009 and ended on April 4, 2010.
- They paid the security deposit of \$550.00 on February 11, 2009.
- The landlord was served with a forwarding address in writing by registered mail that was mailed on June 7, 2010.

- They have not given the landlord any written permission to keep any of the security deposit, nor has the landlord applied for dispute resolution to keep any of the security deposit.
- To date the landlord has refused to return any of their security deposit.

The applicants are therefore requesting an order for return of double their security deposit, and recovery of their 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 past.

This tenancy ended on April 4, 2010 and the landlord had a forwarding address in writing by June 12, 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 tenants paid a deposit of \$550.00, and therefore the landlord must pay \$1100.00.

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

The tenants had previously applied for return of double their security deposit, and had received an order for the return of double their security deposit plus their filing fee,

however they had inadvertently put the incorrect dispute address on the application thus rendering the order incorrect. I have therefore instructed the applicants to return the original orders, and I have made a notation on the new order stating that the new order replaces the original order.

Conclusion

I have issued a monetary order in the amount of \$1150.00.

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: September 07, 2011.

Residential Tenancy Branch