



Dispute Resolution Services

Page: 1

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 applicants 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 13, 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 \$900.00 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- They paid as security deposit of \$450.00 at the beginning of the tenancy.
- They moved out of the rental unit on April 30, 2011, and they personally served the landlord with a forwarding address in writing on May 22, 2011.
- To date the landlord has failed to return their security deposit.

- They have never given the landlord any written permission to keep any or all of the security deposit, and, as far as they are aware, the landlord has not applied for dispute resolution to keep any or all of the security deposit.

The applicants are therefore requesting an order for return of double the security deposit, plus 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 30, 2011 and the landlord had a forwarding address in writing by May 22, 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 tenants paid a deposit of \$450.00 and therefore the landlord must pay \$900.00.

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

Conclusion

I have issued a monetary order in the amount of \$950.00.

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 09, 2011.

Residential Tenancy Branch