



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

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 \$2100.00.

Background and Evidence

The parties agree on the following:

- The tenancy began on July 1, 2009.
- The tenants paid a security deposit of \$700.00 and a pet deposit of \$1400.00 on July 1, 2009.
- The tenancy ended on March 30, 2011.
- The landlord received a forwarding address in writing in February of 2011.
- To date, none of the security deposit/pet deposit has been returned.

The landlord testified that:

- The tenants have not given him any written permission to keep the security deposit.
- He has not applied for dispute resolution to get an order to keep the security deposit.

The tenants testified that:

- They have not given the landlord any written permission to keep the security deposit or pet deposit and they want the full amounts returned 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 well past.

This tenancy ended on March 31, 2011 and the landlord had a forwarding address in writing by February 2011 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore even though the tenants have not applied for double the security deposit, I am required to order that the landlord must pay double the amount of the security deposit to the tenants unless the tenants specifically waived their right to double the security deposit.

In this case the tenants stated that if the landlord returns the full security deposit and pet deposit plus their filing fee they will waive their right to double the security deposit, however they wish to retain their right to file a claim for double if the landlord fails to comply with the order to return their security deposit and filing fee

In light of the above I have issued an order for the landlord to return the full security deposit and pet deposit to the tenants plus there filing fee.

The tenants are at liberty to apply for the doubling provision, if the landlord fails to comply with the order to return their full security deposit and pet deposit and filing fee.

Conclusion

I have issued a monetary order in the amount of \$2150.00.

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 12, 2011.

Residential Tenancy Branch