



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      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.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request by the tenant for return of her full security deposit.

### Background and Evidence

This tenancy began on August 16, 2010 and at that time the tenant paid the security deposit of \$2300.00.

The tenancy ended on June 15, 2011 and the tenant personally served the landlords with a forwarding address in writing on June 16, 2011.

The tenant has not given the landlords any permission to keep the security deposit nor has the landlord applied for dispute resolution to make a claim against the security deposit.

At this time the landlord is holding the full security deposit of \$2300.00

### Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get written permission from the tenants to keep 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 June 15, 2011 and the landlord had a forwarding address in writing by June 16, 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 tenant has 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 tenant unless the tenant waives their right to double the security deposit. In this case the tenant has not waived her right to double the security deposit.

Therefore since the tenant paid a deposit of \$2300.00 the landlords must pay \$4600.00 to the tenant

### Conclusion

I have issued an order for the respondents to pay \$4600.00 to the applicant.

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: October 11, 2011.

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Residential Tenancy Branch