



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD, O

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has 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 applicant(s) testified that the respondent(s) was served with notice of the hearing by courier; however the respondent(s) 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 an order for return of the full security deposit and pet deposit and a request for recovery of the filing fee.

Background and Evidence

The applicant testified that:

- They originally rented only the upper portion of this house with the tenancy beginning October 8, 2009, and at that time they paid a security deposit of \$550.00.

- On September 1 of 2010 they began renting the whole house and paid a further security deposit of \$200.00, and a pet deposit of \$500.00.
- They have therefore paid a total of \$1250.00 in deposits.
- The landlord was given a forwarding address in writing at the end of the tenancy, and again in a letter sent July 27, 2010.
- To date the landlord has failed to return any of their security/pet deposit.

The applicants are therefore requesting the full return of their security/pet deposits

Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security/pet 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/pet deposit.

The landlord has not returned the tenants security/pet deposit or applied for dispute resolution to keep any or all of tenant's security/pet deposit and the time limit in which to apply is now past.

This tenancy ended on July 5, 2011 and the landlord had a forwarding address in writing by at least July 27, 2011 and there is no evidence to show that the tenant's right to return of the deposits has been extinguished.

Therefore even though the tenant has not applied for double the security/pet deposit, I am required to order that the landlord must pay double the amount of the security/pet deposit to the tenant.

The tenants paid a combined security/pet deposit of \$1250.00, and therefore the landlord must pay \$2500.00 to the tenants.

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

Conclusion

I have issued an order for the respondent to pay \$2550.00 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 31, 2011.

Residential Tenancy Branch