



# 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 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 Notice of Hearing and the Dispute Resolution papers were served on the respondent by registered mail that was mailed on October 6, 2011 and therefore is deemed served 5 days later even if the respondent refuses to accept it.

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 an order for return of the security deposit and a request for recovery of the filing fee.

### Background and Evidence

The applicant testified that:

- At the beginning of the tenancy she paid a security deposit of \$950.00 on September 1, 2009.
- She moved out of the rental unit on September 1, 2011 and personally served the landlord with a forwarding address in writing on September 6, 2011.
- To date the landlord has refused to return any of her security deposit.

### 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 September 1, 2011 and the landlord had a forwarding address in writing by September 6, 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 tenant paid a deposit of \$950.00 and therefore the landlord must pay \$1900.00 to the tenant.

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

### Conclusion

I have issued a monetary order in the amount of \$1950.00.

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: December 15, 2011.

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Residential Tenancy Branch