



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### 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 respondent was served with notice of the hearing by mail sent to the address confirmed by the landlord at the previous hearing however the respondent did not join the conference call that was set up for the hearing.

This hearing was originally scheduled for February 13, 2012 however at that time an adjournment was agreed to and the respondent confirmed that his mailing address for service of documents was ----- . The Residential Tenancy Branch mailed the notice of hearing to that address however it was returned stamped moved/unknown.

Since the respondent had confirmed the above address as his mailing address I decided to proceed with this hearing in the absence of the respondent.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an order for return of double the \$212.50 security deposit for a total order of \$425.00.

### Background and Evidence

The applicant testified that:

- This tenancy began on April 27, 2011 at that time he paid a security deposit of \$212.50. (Receipt supplied)
- He vacated the rental unit on September 30, 2011 and at that time gave the landlord a forwarding address in writing by personal service to the building manager.
- He served the landlord with a forwarding address in writing a second time on November 3, 2011 and requested the return of the security deposit.
- To date the landlord has failed to return any of his 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 30, 2011 and it is my finding that the landlord had a forwarding address in writing by September 30, 2011, and again on November 3, 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 \$212.50 and therefore the landlord must pay \$425.00 to the tenant.

Conclusion

I have issued an order for the respondent to pay \$425.00 to the applicant.

I further order that the respondent pay the filing fee of \$50.00, which waived for the applicant, to the director of the Residential Tenancy Branch.

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: March 07, 2012.

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Residential Tenancy Branch