



# 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 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 was served with notice of the hearing by registered mail that was mailed on January 4, 2012, 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 double the \$475.00 security deposit for a total of \$950.00, and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant testified that:

- On August 27, 2011 her mother passed away.
- They paid the landlord the full rent for the month of September 2011 to allow time to clean the unit.

- As executor of the estate, on August 31, 2011, she supplied the landlord with her address and requested that the security deposit be returned to her.
- Possession of the rental unit was returned to the landlord on September 30, 2011.
- To date none of the security deposit has been returned.

The applicant is therefore requesting an order for return of double the 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 the landlord had a forwarding address in writing by August 31, 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 executor of the tenant's estate.

The tenant paid a deposit of \$475.00 and therefore the landlord must pay \$950.00.

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

Conclusion

I have issued an order for the respondent to pay \$1000.00 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: March 08, 2012.

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Residential Tenancy Branch