



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, O

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 respondent was served with notice of the hearing by registered mail that was mailed February 24, 2012; however 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 a monetary order for \$1799.73.

Background and Evidence

The applicants testified that:

- On November 27, 2011 they paid security/pet deposits totalling \$870.00 to the landlord with the agreement that they would move into the rental unit on January 1, 2012.

- On December 2nd or 3rd 2011 they informed the landlord that they would not be taking the rental unit and requested that she return their security/pet deposits.
- The landlord told us she was going to check with the Residential Tenancy Branch about the deposit before returning it.
- The following week we contacted the landlord again requesting the return of our deposits and she refused.
- On December 29, 2011 we sent the landlord a forwarding address in writing by registered mail, however the registered mail was returned unclaimed and therefore on January 15, 2012 we took the forwarding address in writing directly to her house and put it through the mail slot.
- It's obvious that the landlord got the forwarding address because in February 2012 she sent them a letter to their present address. (Copy included in file)
- So far the landlord has still refused to return 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 tenants hand-delivered a forwarding address in writing to the landlord on January 15, 2012 through her mail slot, and therefore it is deemed served three days later, on January 18 2012.

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.

The tenants never moved into the rental unit and therefore this tenancy effectively ended on December 2, 2011 when the tenants inform the landlord that they would not be moving into the rental unit.

Further 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/pet deposit to the tenants.

The tenants paid security/pet deposits totaling \$870.00 and therefore the landlord must pay \$1740.00.

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

The applicants had also requested an order for the cost of registered mail, however, and this is a cost of the dispute resolution process and I have no authority to award costs, other than the filing fee.

Conclusion

I have issued an order for the respondent to pay \$1790.00 to the applicants.

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 13, 2012.

Residential Tenancy Branch