



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, 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 testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on January 28, 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 a monetary order in the amount of \$200.00.

### Background and Evidence

The applicant testified that:

- On December 23, 2011 he moved out of the rental unit at the end of a one month fixed term tenancy, and gave the landlord a forwarding address in writing by hand on that same date.
- The landlord informed him he would be mailing the security deposit however it never came.
- He phoned the landlord and the landlord still insisted the deposit was going to be returned however again nothing has arrived.
- Further phone calls to the landlord go unanswered.

The applicant is therefore requesting an order for return of double his \$100.00 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 December 23, 2011 and the landlord had a forwarding address in writing by December 23, 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 security deposit of \$100.00 and therefore the landlord must pay \$200.00 to the tenant.

### Conclusion

I have issued an order for the respondent to pay \$200.00 to the applicant.

I further order that the respondent pay the filing fee of \$50.00, which was 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 27, 2012.

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Residential Tenancy Branch