



# 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 by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$2330.00 and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

This tenancy began on September 1, 2011 and at that time a security deposit of \$1165.00 was paid.

This tenancy ended on February 26, 2012 and the landlord was served with a forwarding address in writing on March 23, 2012.

To date the landlord has failed to return any of the security deposit to the tenant.

The applicant is therefore requesting an order for return of double the security deposit has required under section 38 of the Residential Tenancy Act.

The landlord stated that he was unaware of the requirement to return the security deposit or apply for dispute resolution.

### Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get written permission from the tenants to keep 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. The tenants have not given the landlord any written permission to keep the security deposit.

This tenancy ended on February 26, 2012 and the landlord had a forwarding address in writing by March 23, 2012 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 \$1165.00 and therefore the landlord must pay \$2330.00, and I also order recovery of the \$50.00 filing fee.

### Conclusion

I have issued a monetary order in the amount of \$2380.00.

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: July 30, 2012.

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Residential Tenancy Branch