



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

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.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$450.00 which represents double the security deposit of \$225.00. The applicant is also requesting recovery of her \$50.00 filing fee.

Preliminary matter

The respondent's agent requested that the application be dismissed because the applicant served the notice of hearing and hearing documents on the respondent's grandson and not on the respondent himself; however the respondent's agent admitted that the hearing package was given to the respondent just a few days after it was received by the grandson.

The applicant admitted that she may have mistakenly mailed it to the wrong person, as she took the address out of the phone book, because the landlord had never given her a mailing address.

Even though the applicant did not serve the documents directly to the respondent, it is my decision that, since the respondent's grandson forwarded the documents to him within a few days, the notice of hearing and hearing package have been sufficiently served and I will not dismiss this application.

Background and Evidence

This tenancy began on May 1, 2011, and a security deposit of \$225.00 was paid at that time.

This tenancy ended on August 31, 2012, and the landlord has admitted to receiving a forwarding address in writing on that same date.

To date the landlord has not returned the security deposit, nor applied for dispute resolution to keep any or all of the security deposit and therefore the applicant is requesting an order for return of double the security deposit plus her filing fee.

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 August 31, 2012 and the landlord had a forwarding address in writing by August 31, 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 \$225.00 and therefore the landlord must pay \$450.00.

I also order recovery of the \$50.00 filing fee

Conclusion

I have issued an order for the respondent to pay \$500.00 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: October 30, 2012.

Residential Tenancy Branch