



# 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 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(s) were served with notice of the hearing by registered mail that was mailed August 31, 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 a \$2500.00 security deposit, and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant testified that:

- At the beginning of the tenancy they paid a security deposit of \$2500.00.
- They moved out of the rental unit on May 31, 2011 and sent a forwarding address in writing to the landlords by registered mail on April 16, 2012, however to date the landlords have failed to return security deposit.
- They have given the landlords no written permission to keep any of the security deposit.

The applicants are therefore requesting an order for return of double their security deposit and recovery of their 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 May 31, 2011 and the landlord had a forwarding address in writing by April 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 tenants paid a deposit \$2500.00, and therefore the landlords must pay \$5,000.00.

I also allow the request for recovery of the filing fee.

### Conclusion

I have issued an order for the respondents to pay \$5,050.00 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: November 15, 2012.

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Residential Tenancy Branch