



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 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 was served with notice of the hearing by registered mail that was mailed on September 25, 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 an order for return of double the \$475 security deposit for a total of \$950.00, and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- This tenancy began on August 1, 2011, and she paid a security deposit totaling \$475.00.
- This tenancy ended on February 17, 2012, and she personally served the landlord with a forwarding address in writing on February 25, 2012.
- To date the landlord has failed to return any of her security deposit.

The applicant is therefore requesting an order for return of double her security deposit.

Analysis

The Residential Tenancy Act states that, if the landlord does not either get written permission from the tenant to keep the security deposit, 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 February 17, 2012, and the landlord had a forwarding address in writing by February 25, 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 \$475.00 and therefore the landlord must pay \$950.00.

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

Conclusion

I have issued an order for the respondent to pay \$1000.00 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: December 13, 2012.

Residential Tenancy Branch