



# Dispute Resolution Services

Page: 1

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 an order for return of the \$600.00 security deposit and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

This tenancy began on November 1, 2011 and a security deposit \$600.00 was collected on October 10, 2011.

This tenancy ended on September 30, 2012, and the landlord has admitted that he received the forwarding address in writing on October 4, 2012.

The landlord has not applied for dispute resolution to keep any or all of the security deposit, nor has the tenant given the landlord any written permission to keep any or all of the 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 September 30, 2012 and the landlord had a forwarding address in writing by October 4, 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 \$600.00 and therefore the landlord must pay \$1200.00.

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

#### Conclusion

I have issued an order for the respondent to pay \$1250.00 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: January 24, 2013

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Residential Tenancy Branch

