



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

Some documentary evidence, photo evidence, and written arguments have 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 December 6, 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 an application for an order for return of double the \$1100.00 security deposit for a total of \$2200.00.

### Background and Evidence

The applicant testified that:

- This tenancy began on October 1, 2011 and at that time a security deposit of \$1100.00 was transferred from the previous rental unit to this rental unit.
- The tenancy agreement states that they paid a \$1400.00 security deposit, however it's incorrect as the extra \$300.00 was never paid.
- A forwarding address in writing was sent to the landlord by registered mail on August 30, 2012, and they moved out of the rental unit on August 31, 2012.
- So far the landlord has failed to return any of their security deposit.
- They did not give the landlord any permission to keep any of their security deposit.

### Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of 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 August 31, 2012 and the tenant sent the landlord a forwarding address in writing, by registered mail, on August 30, 2012 and therefore it is deemed received five days later. 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 \$1100.00 and therefore the landlord must pay \$2200.00.

### Conclusion

I have issued an order for the respondent to pay \$2200.00 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: February 28, 2013

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Residential Tenancy Branch

