



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

A substantial amount of documentary evidence, photo 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 an application for an order for return of the security/pet deposit and recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- A security deposit of \$650.00, and a pet deposit of \$650.00 were paid on August 17, 2012 and this tenancy began on August 1, 2012.
- They moved out of the rental unit on October 19, 2012.
- A forwarding address, in writing, was mailed to the landlord, by registered mail, on October 24, 2012.
- The landlord has refused to return any of their security/pet deposit.
- They have given the landlord no permission to keep any of the security/pet deposit.

The respondent testified that:

- The tenants did pay a combined security/pet deposit of \$1300.00.
- The tenants did move out of the rental unit on October 19, 2012, and she did receive a forwarding address in writing from the tenants.
- She did not return the security deposit or pet deposit, because the tenants had signed a fixed term tenancy that does not expire until July 31, 2013 and therefore it's her belief that this tenancy is still ongoing.

Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security/pet deposit, get the tenants written permission to keep all or part of the security/pet 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/pet deposit.

The landlord has not returned the tenants security/pet deposit or applied for dispute resolution to keep any or all of tenant's security/pet deposit and the time limit in which to apply is now past.

This tenancy ended on October 19, 2012 and the landlord had a forwarding address in writing by October 29, 2012 and there is no evidence to show that the tenant's right to return of the deposits has been extinguished.

The landlord has argued that the tenancy didn't end because it was a fixed term tenancy, however this tenancy did end when the tenants vacated and return possession of the rental unit to the landlord on October 19, 2012.

Therefore unless the tenants waive their right to double security/pet deposit, I am required to order that the landlord must pay double the amount of the security/pet deposit to the tenant. In this case the tenant stated that they do not waive their right to an order for double the security/pet deposit.

The tenants paid a combined security/pet deposit of \$1300.00 and therefore the landlord must pay \$2600.00 to the tenants.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

I've issued an order for the respondent to pay \$2650.00 to the applicant's.

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: March 06, 2013

Residential Tenancy Branch

