



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

Some documentary evidence and written arguments have been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the tenant the opportunity to testify at the hearing.

The tenant testified that the landlords were served with notice of the hearing as required by the review decision; however the landlords 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 decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlords. Both files were heard together.

The Landlords application is a request for a monetary order in the amount of \$1090.00 and a request for recovery of the \$50.00 filing fee, however since the landlords did not

appear at the time and place appointed for today's hearing their application has been dismissed.

The tenant's application is a request for a monetary order for \$1000.00, and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The tenant testified that:

- A security deposit of \$500.00 was paid on April 17, 2011 and this tenancy began on May 1, 2011.
- She moved out of the rental unit on March 10, 2012, and a forwarding address in writing was given to the landlord on numerous occasions, however most recently on September 25, 2012 (a copy of the letter and envelope is included)
- To date the landlord has not returned any of the security deposit.
- She has never given the landlord any permission to keep the security deposit.
- She is therefore requesting an order for return of double the 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 March 10, 2012 and the landlord had a forwarding address in writing by September 30, 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 \$500.00 and therefore the landlord must pay \$1000.00 to the tenant.

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

Conclusion

Landlord's application

The landlord's application is dismissed in full without leave to reapply.

Tenants application

I have issued an order for the landlord's to pay \$1050.00 to the tenant.

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 19, 2013

Residential Tenancy Branch

