



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, O

Introduction

Some documentary evidence, photo evidence, and written arguments have 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 a Monetary Order for \$407.08.

Background and Evidence

This tenancy began on November 1, 2009, and the security deposit of \$237.50 was paid at that time.

The tenant moved out of the rental unit on January 5, 2013, and the landlord has admitted that he had had a forwarding address by January 21, 2013.

The landlord returned \$72.92 of the tenant's security deposit, and retained the remainder.

The landlord did not apply for dispute resolution to keep any of the security deposit and the tenant did not give the landlord any permission to keep any of 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 January 5, 2013 and the landlord had a forwarding address in writing by January 21, 2013 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 \$237.50, and therefore the landlord must pay \$475.00, minus the \$72.92 already returned for difference of \$402.08.

The interest rate required on security deposits for the term of this tenancy was set at 0% by the Residential Tenancy Branch, and therefore there is no requirement for the landlord to pay any interest to the tenant.

Conclusion

I have issued an order for the respondent to pay \$402.08 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: April 18, 2013

Residential Tenancy Branch

