



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

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.

At the beginning of the hearing the respondent requested an adjournment, stating that her evidence had been submitted, but had not been included in the file. I made a decision to continue with the hearing, and would consider an adjournment if it was found to be necessary.

Issue(s) to be Decided

This is an application for an order for return of double the \$450.00 security deposit.

Background and Evidence

This tenancy began on July 1, 2011 and at that time a security deposit of \$450.00 was collected.

This tenancy ended on January 28, 2013 and the landlord has admitted to receiving a forwarding address in writing on January 31, 2013.

The landlord has not returned the tenants security deposit to date, nor has she applied for dispute resolution to keep any or all of the security deposit and at the hearing she stated that she was unaware of the requirement to apply for dispute resolution.

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.

As stated above this tenancy ended on January 28, 2013 and the landlord had a forwarding address in writing by January 31, 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 \$450.00, and therefore the landlord must pay \$900.00 to the tenant.

It's also my decision that an adjournment is not required, because my decision has been issued as a result of the landlord's failure to follow the requirements of the Act, and therefore evidence of the condition in which the rental unit was left has no relevance to today's hearing.

Conclusion

I have issued an order for the respondent to pay \$900.00 to the applicants.

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: May 21, 2013

Residential Tenancy Branch

