



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application for an order for return of portion of the security deposit not returned, plus the filing fee.

Some documentary 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

At issue is whether or not the tenant has the right to the return of the remainder of his security deposit.

Background and Evidence

This tenancy began on April 1, 2012, and a security deposit of \$750.00 was collected before the start of the tenancy.

This tenancy ended on February 9, 2013, and the landlord has admitted to receiving a forwarding address in writing by February 14, 2013.

The landlord returned a portion of the tenant's security deposit; however the landlord has failed to return \$306.17 of the deposit.

The applicant is requesting an order for the return of double the security deposit, less the amount already returned.

The landlord testified that he has not returned the full security deposit, nor has he applied for dispute resolution to keep any of the 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.

As stated above this tenancy ended on February 9, 2013 and the landlord had a forwarding address in writing by February 14, 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 \$750.00, and therefore the landlord must pay \$1500.00, minus the \$443.83 already returned, for a difference of \$1056.17.

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

Conclusion

I have issued a monetary order in the amount of \$1106.17.

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: June 11, 2013

Residential Tenancy Branch

