



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, O

Introduction

This is an application for a monetary order for \$2732.34.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

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

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on March 23, 2013; however the respondent did not join the conference call that was set up for the hearing.

Documents served by registered mail are deemed served five days after mailing, and therefore it's my finding that the respondent is considered served with notice of this hearing on March 28, 2013.

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the applicant entitled to an order for the return of double her security/pet deposits plus interest?

Background and Evidence

The applicant testified that:

- She paid a security deposit of \$900.00 on May 15 2007, and this tenancy began on June 15, 2007.

- A pet deposit of \$450.00 was paid on June 20, 2007.
- This tenancy ended on February 28, 2013, and a forwarding address in writing was sent to the landlord by mail on February 14, 2013.
- She also sent forwarding address by e-mail on February 11, 2013, and the landlord has responded to that e-mail.
- She has never given 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/pet deposits, get the tenants written permission to keep all or part of the security/pet deposits, 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 deposits.

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

This tenancy ended on February 28, 2013 and the landlord had a forwarding address in writing by February 11, 2013, and there is no evidence to show that the tenant's right to return of the deposits has been extinguished.

Therefore the landlord must pay double the amount of the security/pet deposits to the tenant.

The tenant paid a security deposit of \$900.00, and therefore the landlord must pay \$1800.00.

The tenant paid a pet deposit of \$450.00, and therefore the landlord must pay \$900.00.

The security deposit was paid on May 15, 2007, and therefore there is also interest payable on the security deposit totaling \$22.17.

The pet deposit was paid on June 20, 2007 and therefore there's also interest payable on the pet deposit totaling \$10.41.

The landlord must therefore pay a total as follows:

Double security deposit	\$1800.00
Double pet deposit	\$900.00
Interest on security deposit	\$22.17
Interest on pet deposit	\$10.41
Total	\$2732.58

Conclusion

I've issued an order for the respondent to pay \$2732.58 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: June 19, 2013

Residential Tenancy Branch

