



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

This is an application for an order for return of a security deposit and recovery of 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.

All testimony was taken under affirmation.

Issue(s) to be Decided

Have the applicants established the right to an order for the return of their security deposit.

Background and Evidence

On September 10, 2013 the applicant paid a deposit of \$400.00 towards the above rental unit.

On September 11, 2013 the applicant informed the landlord that she would not be taking the rental unit, and requested the return of her security deposit, and personally served the landlord with a forwarding address in writing. (The landlord admits receiving that forwarding address in writing)

To date the landlord has not returned any of the security deposit, nor has the landlord applied for dispute resolution to get an order to retain any or all of the security deposit.

The landlord argued that it was not a security deposit; it was a deposit towards the rent.

Analysis

I have read the agreement that was signed and it is my finding that the money paid is considered a security deposit. The document even calls it a deposit in three different areas on the document.

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 September 11, 2013 when the tenant informed the landlord she would not be taking the rental unit, and the landlord has admitted that he had a forwarding address in writing by September 11, 2013, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore even though the tenant has not applied for double the security deposit, I am required to order that the landlord must pay double the amount of the security deposit to the tenant.

The tenants paid a deposit of \$400.00, and therefore the landlord must pay \$800.00 to the tenant.

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

Conclusion

I have issued an order for the landlord to pay \$850.00 to the tenants.

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: November 27, 2013

Residential Tenancy Branch

