



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF, O

### Introduction

This is an application for an Order for the landlord to return the full security deposit and a request for recovery of the filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on September 30, 2013; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Is the applicant entitled to the return of the security deposit?

## Background and Evidence

The applicant testified that:

- This tenancy began on 6 January 2013 and at that time a \$500.00 security deposit was paid.
- This tenancy ended on April 24, 2013 and at that time a forwarding address in writing was personally served to the landlord.
- The landlord failed to return the security deposit, and therefore on August 6, 2013 a forwarding address was supplied again by e-mail, and a copy of that e-mail and the landlords response have been supplied in the evidence package.
- The landlord still failed to return the security deposit, and therefore on September 30, 2013 they applied for dispute resolution.
- Yesterday, December 3, 2013 she got a call from the landlord stating that he would not participate in the dispute resolution hearing, and on the same date he deposited the full amount of the security deposit, \$500.00, into her bank account.
- She would like an Order for double the security deposit and recovery of her \$50.00 filing fee, minus the \$500.00 that was deposited yesterday.

## 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 did not return the tenants security deposit within the required timeframe, or apply for dispute resolution to keep any or all of tenant's security deposit.

This tenancy ended on April 24, 2013 and the landlord had a forwarding address in writing by April 24, 2013, and again on August 6, 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 tenant paid a deposit of \$500.00, and therefore the landlord must pay \$1000.00, less the \$500.00 that was deposited in the tenants account yesterday.

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

### Conclusion

I've issued an Order for the respondent to pay \$550.00 to the applicant. I have removed the applicant whose initials are T.P. from the Order issued, as she was not on the tenancy agreement, and the Order has been issued with only the other applicants/tenants name on it.

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: December 04, 2013

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Residential Tenancy Branch

