



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 the return of the 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 October 10, 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

Has the applicant established a claim for the return of her security deposit and recovery of the filing fee?

Background and Evidence

The applicant testified that:

- A security deposit of \$475.00 was paid to the respondent on August 5, 2012 and the tenancy began on August 15, 2012 with the monthly rent of \$950.00.
- The tenancy ended on August 15, 2013, and on that date the landlord's agent was personally served with a forwarding address in writing.
- There was no rent outstanding at the end of the tenancy, and the rental unit was left in good condition.

- No move-out inspection report has ever been received from the landlord.
- The landlord has failed to return the security deposit; even though he stated in numerous texts that the security deposit would be returned.
- The landlord has given no reason why the security deposit has not been returned.
- She is therefore requesting an order for return of her full security deposit, and also requests that the doubling provision be applied, as it's well past the 15 day time limit.

Analysis

It's my finding that the applicant has shown that a security deposit of \$475.00 was paid to the respondent August 5, 2012.

It is also my finding that the applicant has shown that the respondent has failed to return the security deposit.

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 August 15, 2013 and the landlord had a forwarding address in writing by August 15, 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 \$475.00 and therefore the landlord must pay \$950.00 to the tenant.

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

Conclusion

I've issued an order for the respondent to pay \$1000.00 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: January 08, 2014

Residential Tenancy Branch

