



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 a Monetary Order for \$2200.00, and a request for recovery of the \$50.00 filing fee.

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

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the applicant entitled to a Monetary Order in the amount of \$2200.00?

Background and Evidence

This tenancy began on December 15, 2009 and on that date of security deposit of \$700.00, and the pet deposit of \$400.00 was paid.

No move-in inspection report was done at the beginning of the tenancy.

This tenancy ended on August 31, 2013 and no move-out inspection report was done at the end of the tenancy.

The landlord admitted at the hearing that she received a forwarding address in writing from the tenant on September 1, 2013.

The landlord has not applied for dispute resolution to keep any of the security/pet deposit, nor has the landlord return any of the security/pet deposit.

The tenant has not given the landlord any permission to keep any or all of the security/pet deposit.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security/pet deposit, get the tenants written permission to keep all or part of the security/pet 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/pet deposit.

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

As stated above this tenancy ended on August 31, 2013 and the landlord had a forwarding address in writing by September 1, 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/pet deposit to the tenant.

The tenant paid a combined security/pet deposit of \$1100.00, and therefore the landlord must pay \$2200.00.

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

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: February 05, 2014

Residential Tenancy Branch

