



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application for an order for the landlord to pay double the \$675.00 security deposit for a total of \$1350.00. The applicant is also requesting recovery of the \$50.00 filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on October 17, 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 an order for double the \$675.00 security deposit and recovery of the filing fee?

Background and Evidence

The applicant testified that:

- This tenancy began on June 1, 2012 with a monthly rent of \$1350.00.
- A security deposit of \$675.00 had been paid on April 24, 2012.
- The tenancy ended on June 30, 2013 and on that date they personally served the landlord with a forwarding address in writing.

- The landlord did not return their security deposit, and therefore on August 1, 2013 they sent the landlord a request for return of their security deposit, and another copy of their forwarding address in writing, this time by registered mail.
- The landlord still failed to return their security deposit and therefore on October 15, 2013 they applied for dispute resolution.

The applicants are therefore requesting a Monetary Order for double their \$675.00 security deposit as the landlord failed to comply with the provisions of the Residential Tenancy Act.

Analysis

It is my finding that the applicants have shown that they paid a security deposit of \$675.00 on April 24, 2012.

I also find that the applicants have served the landlord with the forwarding address in writing, both by hand on June 30, 2013, and by registered mail that was mailed August 1, 2013.

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.

As stated above this tenancy ended on June 30, 2013 and the landlord had a forwarding address in writing by June 30, 2013, and again by August 6, 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.

Since the tenants paid a security deposit of \$675.00, the landlord must pay \$1350.00.

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

Conclusion

I have issued an order for the respondent to pay \$1400.00 to the applicants.

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 14, 2014

Residential Tenancy Branch

