



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNR, MNSD

### Introduction

This is an application for a Monetary Order for \$14,900.00 and a request to retain the full security deposit towards the claim.

The applicant however did not appear at the time and place scheduled for the hearing, nor has the applicant submitted any evidence for today's hearing. The applicant's claim therefore will be dismissed.

### Issue(s) to be Decided

The applicants claim has been dismissed however the applicant still holds the tenant security deposit, and therefore the issue I must decide today is whether or not to order the return of the security deposit, and if so in what amount.

### Background and Evidence

The tenants testified that:

- They moved into the rental unit on July 1, 2013 and paid a security deposit of \$1100.00 in the month of June 2013 prior to moving in.
- At the beginning of the tenancy the landlord did not produce and give them a copy of a move in inspection report.
- At the beginning of November 2013 when we paid the rent the landlord's father grabbed the money and told us we are evicted as of December 1, 2013 and accused us of a crime that we did not commit.
- We did not commit a crime however we simply agreed to eviction to avoid problems.
- The landlord locked them out of the rental unit on November 27, 2013 without having the legal authority to do so.
- The landlord also failed to do a move out inspection report.

- The landlord has not returned any of their security deposit even though they gave her a forwarding address in writing before the end of the tenancy.

### 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 has not returned the tenants security deposit and did not apply for dispute resolution to keep any or all of tenant's security deposit, within the time limit required.

This tenancy ended on November 27, 2013 and I accept the tenants sworn testimony that the landlord was given a forwarding address in writing before November 27, 2013, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore since the landlord did not apply for dispute resolution within the 15 day time limit, the landlord must pay double the amount of the security deposit to the tenants.

The tenants stated deposit of \$1100.00, and therefore the landlord must pay \$2200.00 to the tenants.

### Conclusion

The landlord's application is dismissed without leave to reapply, and I have issued an order for the landlord to pay \$2200.00 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: April 07, 2014

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Residential Tenancy Branch

