



# 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 return of a security deposit.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the applicant established the right to return of her security deposit?

### Background and Evidence

This tenancy began on July 18, 2011 and a security deposit of \$550.00 was paid on that date.

This tenancy ended on May 31st 2014 and the landlord has admitted that she received a forwarding address in writing on June 2, 2014.

To date the landlord has not returned any of the security deposit and did not apply for dispute resolution until August 18, 2014.

### Analysis

Section 38 of 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, nor did she apply for dispute resolution within the 15 day time limit required.

This tenancy ended on May 31, 2014 and the landlord had a forwarding address in writing by June 2, 2014, 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 unless the tenant waives the right to the doubling provision however in this case the tenant stated that she is not waiving that right.

The tenant paid a security deposit of \$550.00 and therefore the landlord must pay \$1100.00 to the tenant.

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

### Conclusion

Pursuant to Sections 38 & 72 of the Residential Tenancy Act I have issued a Monetary Order for the respondent/landlord to pay \$1150.00 to the applicant/tenant.

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: August 26, 2014

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Residential Tenancy Branch

