

DECISION

Dispute Codes MNSD, OLC, FF

Introduction

This is an application for an order for the return of the security/pet deposit and recovery of the filing fee.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on June 10, 2014, and by personal service to the landlord's agent on July 10, 2014; however the respondent(s) did not join the conference call that was set up for the hearing.

It is my finding that the respondent(s) has been properly served with notice of the hearing and I therefore proceeded with the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent, and if so in what amount?

Background and Evidence

The applicant testified that:

- This tenancy began on August 1, 2012 the monthly rent of \$1300.00 and at that time a combined security/pet deposit of \$1000.00 was paid to the landlord.
- This tenancy ended on April 26, 2014 and the landlord was served with a forwarding address in writing by registered mail that was mailed in April of 2014.
- To date the landlord has failed to return any of her security/pet deposit, and therefore she's requesting an order for the return of the deposit.

Analysis

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.

This tenancy ended on April 26, 2014 and the landlord had a forwarding address in writing shortly thereafter, and there is no evidence to show that the tenant's right to return of the deposits 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 \$1000.00, and therefore the landlord must pay \$2000.00 to the tenant plus recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the respondent to pay \$2050.00 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: October 02, 2014

Residential Tenancy Branch