



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 brought by the tenant requesting an order for return of double her security/pet and recovery of her \$50.00 filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on June 25, 2015, and the Canada Post site states that it was delivered on June 27, 2015; however the respondent did not join the conference call that was set up for the hearing.

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

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established a claim for double her security/pet deposit.

Background and Evidence

The applicant testified that a security deposit of \$537.50, and a pet deposit of \$537.50 were paid on November 12, 2014, for a total of \$1075.00

The applicant further testified that this tenancy began on November 15, 2014 with a monthly rent of \$1075.00.

The applicant further testified that she gave the landlord a forwarding address in writing on March 25, 2015 and the tenancy ended by mutual agreement on April 30, 2015.

The applicant further testified that no permission was ever given to the landlord to retain any or all of her security/pet deposit and yet the landlord only returned \$700.00 of the deposit, by cheque dated May 15, 2015. She has not cash that cheque.

The applicant is therefore requesting an order for the landlord to return double her original security/pet deposit.

Analysis

It is my finding that the tenant has shown that she paid a total security/pet deposit of \$1075.00.

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.

This tenancy ended on April 30, 2015 and the landlord had a forwarding address in writing by March 25, 2015 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 security/pet deposit totaling \$1075.00, and therefore the landlord must pay \$2150.00 to the tenant.

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

Conclusion

I have issued an order for the landlord to pay \$2200.00 to the tenant. As stated above the tenant holds a \$700.00 cheque from the landlord and if she is still able to cash that cheque that will be considered a partial payment towards this order; however if that cheque is no longer negotiable, the landlord will be required to pay the full \$2200.00 to the 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: November 04, 2015

Residential Tenancy Branch

