



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, FF

Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$800.00 and a request that the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

Background and Evidence

Both parties agreed that:

- The tenant paid a security deposit of \$400.00 at the beginning of the tenancy.
- No move in inspection report was ever completed.
- The tenant sent the landlord a forwarding address in writing by registered mail and it was received on or before September 9, 2010.

- The landlord has not applied for dispute resolution to keep any or all of the security deposit.

The applicant testified that:

- She has requested the return of her security deposit plus interest however the landlord has failed to do so.
- The 15 day time limit is now well past and therefore she is requesting return of the security deposit double, plus her filing fee.
- She has not given the landlord any permission to keep any of the security deposit.

The respondent testified that:

- She was not aware of the requirement to apply for dispute resolution within 15 days of receiving the forwarding address in writing, and therefore she has not applied for dispute resolution.
- She did not return the deposit because there is extensive damage to the rental unit and the cost to repair exceeds the amount of the security deposit held.

Analysis

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.

The Residential Tenancy Act states that, if the landlord does not either return 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.

This tenancy ended on August 31, 2010 and the landlord had a forwarding address in writing by September 9, 2010 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore I order that the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a deposit of \$400.00, and therefore the landlord must pay \$800.00 plus interest of \$12.27 for a total of \$812.27.

I further order that the respondent bear the \$50.00 cost of the filing fee.

Conclusion

I have issued an order for the respondent to pay \$862.27 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: January 26, 2011.

Residential Tenancy Branch