



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

Some documentary evidence and written arguments has 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 in the amount of \$600.00.

Background and Evidence

The applicant testified that:

- At the beginning of the tenancy she paid a deposit of \$275.00.
- At the end of the tenancy on, October 1, 2011, she gave the landlord her forwarding address in writing.
- She has requested the return of her security deposit but to date the landlord has failed to return any of it.
- She is therefore requesting an order for return of double her security deposit and recovery of her filing fee.

The respondent testified that:

- He did get the tenants forwarding address in writing on October 1, 2011 however he did not return the security deposit, because there were some repairs totalling approximately \$40.00 that the tenant had agreed to pay for and then failed to do so.
- He requested that the tenant come and view the repairs and retrieve the remainder of her deposit however she never did.
- He did not apply for dispute resolution to keep any of the deposit nor did the tenant given him written permission to do so.

Analysis

The Residential Tenancy Act states that, if the landlord does not either get the tenants written permission to keep the deposit, 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.

The tenant has not given the landlord written permission to keep the deposit and 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.

This tenancy ended on October 1, 2011 and the landlord admits that he had a forwarding address in writing by October 1, 2011, 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.

The tenant paid a deposit of \$275.00 and therefore the landlord must pay \$550.00.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the respondent to pay \$600.00 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: February 20, 2012.

Residential Tenancy Branch