



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

A substantial amount of documentary evidence, photo 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 an application for a an order for double the \$650.00 security deposit, and a request for recovery of the \$50.00 filing fee, for a total claim of \$1350.00.

Background and Evidence

This tenancy began on March 27, 2012, and a security deposit of \$650.00 was paid on April 6, 2012.

This tenancy ended on October 31, 2012 and the landlord was given a forwarding address in writing on October 6, 2012. The landlord admits receipt of that forwarding address.

To date the landlord has not returned the security deposit or applied for dispute resolution to keep any of the security deposit.

The tenant has not given the landlord any permission, written or otherwise, to keep the security deposit.

Analysis

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 landlords have 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.

As stated above this tenancy ended on October 31, 2012, and the landlords had a forwarding address in writing by October 6, 2012, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlords must pay double the amount of the security deposit to the tenant.

The tenant paid a deposit of \$650.00, and therefore the landlords must pay \$1300.00.

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

Conclusion

I have issued an order for the respondent to pay \$1350.00 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 25, 2013

