



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, MNDC

Introduction

This is a request for a monetary order for \$525.00 and a request for recovery of the \$50.00 filing fee.

Some documentary evidence and written arguments has been submitted prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, 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

The issue is whether or not the applicant has established a monetary claim against the respondent and if so in what amount.

Background and Evidence

This tenancy began on October 1, 2014 and the tenant vacated the rental unit on November 1, 2014.

The monthly rent was \$525.00 and the tenant had paid a security deposit of \$262.50 on September 19, 2014.

The tenant personally served the landlord with a forwarding address in writing on November 2, 2014.

The landlord testified that she has not applied for Dispute Resolution to keep any or all of the security deposit and has not returned any of it.

The tenant is requesting an order for return of double the security deposit and recovery of her \$50.00 filing fee.

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 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.

As stated above, this tenancy ended on November 1, 2014 and the landlord had a forwarding address in writing by November 2, 2014 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 parties agree that the tenant paid a security deposit of \$262.50, and therefore the landlord must pay \$525.00 to the tenant.

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

Conclusion

I have allowed the full claim, and I have therefore issued a monetary order in the amount of \$575.00.

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: May 25, 2015

Residential Tenancy Branch

