



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

REVIEW HEARING DECISION

Dispute Codes: MNSD and FF

Introduction

This application was brought by the tenant seeking return of her security deposit on the claim that the landlord failed to return it within the latter of 15 days of the end of the tenancy and receipt of her forwarding address as required by section 38(1) of the Act. The tenant also seeks to recover the filing fee for this proceeding from the landlord.

Issue(s) to be Decided

This matter requires a decision on whether the tenant has proven that she paid the security deposit at the beginning of the tenancy and that she provided the landlord with a forwarding address at the end of the tenancy.

Background and Evidence

This tenancy began August 1, 1998 and ended October 1, 2008. Rent was \$600 per month except for the last month when the tenancy continued for an extra month and the tenant paid \$750.

The landlord, who took possession of the rental building on May 1, 2008, was accountable for the security deposit of \$265 paid on August 1, 1988, although he stated in it did not appear on the statement of adjustments issued with his purchase of the rental property. The tenant provided a copy of a receipt verifying that the deposit had been paid, and, under the *Act*, a new owner of a tenanted building inherits the rights and obligations of the previous landlord with respect to the tenancy.

The landlord stated that he had not returned the security deposit earlier because he was not certain it had been paid, it did not appear on his statement of adjustments and he believed he had some claims against it.

Analysis

Section 38(1) one of the *Act* states that, unless the tenant consents otherwise, within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address, the landlord must return the security deposits plus interest or make application for dispute resolution to claim it .

If the landlord does neither, section 38(6) states that the landlord must return double the amount of the deposit.

In this matter, the parties reached a consent agreement that the landlord would return the security deposit plus interest and the landlord waived his right to file any claims for damages with respect to the subject tenancy.

In addition, I find that the tenant is entitled to recover the filing fee for this proceeding from the landlord.

Therefore, to perfect the consent agreement between the two parties, the tenant's copy of this decision is accompanied by a Monetary Order calculated as follows:

To return security deposit	\$265.00
Interest (Aug. 1, 1998 to date)	181.38
Filing fee	50.00
TOTAL	\$496.38

Conclusion

Thus, the tenant's copy of this decision is accompanied by a Monetary Order for 496.38, enforceable through the Provincial Court of British Columbia, for service on the landlord.

February 17, 2009

Dispute Resolution Officer