



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD

### Introduction

This matter dealt with an application by the Tenant for the return of his security deposit. The hearing started as scheduled at 9:00 a.m., however, by 9:10 a.m. the Tenant/Applicant had still not dialled into the teleconference.

### Issues(s) to be Decided

1. Is the Tenant entitled to the return of his security deposit and if so, how much?

### Background and Evidence

This tenancy started on May 29, 2008 and ended on or about August 18, 2008. The Tenant paid a security deposit of \$150.00 on May 30, 2008. The Landlord confirmed that although it is student housing, the rental property is privately owned and operated. The Landlord also said the Tenant did not give his forwarding address in writing until March 20, 2009 when he delivered a copy of his Application. The Landlord said he immediately sent the Tenant the full amount of the deposit plus accrued interest.

### Analysis

Section 38(1) of the Act says that a Landlord has 15 days from the date he receives the Tenant's forwarding address in writing to either return the security deposit to the Tenant or to apply for dispute resolution to make a claim against it. In the absence of any evidence from the Tenant to the contrary, I find that the Landlord complied with s. 38(1) of the Act and is not liable to pay the Tenant double the amount of the security deposit as provided under s. 38(6).

### Conclusion

The Tenant's application is dismissed without leave to re-apply. 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: April 23, 2009.

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Dispute Resolution Officer