



Dispute Resolution Services

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

Decision

Dispute Codes: MNSD, FF

Introduction

This matter dealt with an application by the Tenants for the return of a security deposit and to recover the filing fee for this proceeding. The Tenants said they served the Landlord with the Application and Notice of Hearing by registered mail on January 29, 2009. According to the Canada Post on-line tracking system, the Landlord received the Tenants' hearing package on January 30, 2009. I find pursuant to s. 89 of the Act that the Landlord was properly served with notice of this hearing and the hearing proceeded in his absence.

Issue(s) to be Decided

1. Are the Tenants entitled to the return of their security deposit and if so, how much?

Background and Evidence

This tenancy started on November 15, 2008 and ended on December 31, 2008. Rent was \$1,200.00 per month. The Tenants paid a security deposit of \$600.00 on November 15, 2008.

The Tenants said they gave the Landlord their forwarding address in writing on December 28, 2008 when they also handed back the keys to the rental unit. The Tenants said the Landlord has failed to return their security deposit despite a further request made to him in writing on January 18, 2009 to do so. The Tenants also said they did not give their written authorization to the Landlord to keep their security deposit.

Analysis

Section 38(1) of the Act says that a Landlord has 15 days from the later of the end of the tenancy or the date he receives the Tenants' forwarding address in writing to either return the security deposit to the Tenants or to make a claim against it by filing an

application for dispute resolution. If a Landlord does not do either of those things and does not have the Tenants' written authorization to keep the security deposit, then pursuant to s. 38(6) of the Act, the Landlord must pay the Tenants double the amount of the security deposit.

I find the Tenants gave their forwarding address in writing to the Landlord on December 28, 2008 and that the tenancy ended on December 31, 2008. As a result, the Landlord had until January 15, 2009 to either return the security deposit to the Tenants or to apply for dispute resolution to make a claim against it. I find that the Landlord did not return the security deposit, did not apply for dispute resolution and did not have the Tenants' written authorization to keep the security deposit. Consequently, the Landlord must pay the Tenants double the amount of their security deposit plus accrued interest of \$1.16. As the Tenants have been successful in this matter, they are also entitled to recover their \$50.00 filing fee for this proceeding.

Conclusion

A Monetary Order in the amount of **\$1,251.16** has been issued to the Tenants and a copy of it must be served on the Landlord. If the Landlord does not pay the amount of the Order, it may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.