



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

AMENDED DECISION

Dispute Codes MNSD

Introduction

This matter dealt with an application by the Tenant for the return of his security deposit. The Tenant said he served the Landlord at his residence by registered mail on February 25, 2009 with a copy of the Application and Notice of Hearing. According to the Canada Post online tracking system, the Landlord received the hearing package on February 27, 2009. I find that the Landlord was served as required by s. 89 of the Act and the hearing proceeded in his absence.

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 November 1, 2003 and ended on January 31, 2009. The Tenant paid a security deposit of \$200.00 on October 24, 2003. The Tenant said he gave his forwarding address in writing to the Landlord on January 26, 2009 when he handed in his keys. The Tenant said he later received a letter dated February 10, 2009 from the Landlord advising him that the Landlord was keeping his security deposit to pay for general cleaning and carpet cleaning. The Tenant claimed that he didn't give the Landlord written authorization to keep the security deposit but he agreed that the Landlord's claim for carpet cleaning in the amount of \$73.50 was reasonable.

Analysis

Section 38(1) of the Act says that a Landlord must within 15 days of (the later of) the end of the tenancy or the date he receives the Tenant's forwarding address in writing, either return the security deposit to the Tenant or apply for dispute resolution to make a claim against it. If a Landlord doesn't do either of these things and does not have the Tenant's written authorization to keep the security deposit then pursuant to s. 38(6) of the Act the Landlord must pay the Tenant double the amount of the security deposit.

I find that the Tenant gave his forwarding address in writing to the Landlord on January 26, 2009 (but that the tenancy did not end until January 31, 2009) and did not give his written authorization for the Landlord to keep all or part of his security deposit. I also



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find that the Landlord did not return the Tenant's security deposit by February 15, 2009 and as a result, must pay the Tenant double the amount of the security deposit plus accrued interest of \$7.08. As the Tenant has agreed to reduce the amount of his award by the cost of carpet cleaning, I find that he is entitled to a monetary award of \$333.58.

Conclusion

A monetary order in the amount of **\$333.58** has been issued to the Tenant and a copy of it must be served on the Landlord. If the amount is not paid by the Landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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 12, 2009.

Dispute Resolution Officer