



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes (CNR), MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Tenant for a monetary order for the return of her security deposit as well as to recover the filing fee for this proceeding. At the beginning of the hearing the Tenant confirmed that she was not seeking to cancel a 10 Day Notice she received after the tenancy ended.

Issues(s) to be Decided

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

Background and Evidence

This month to month tenancy started on January 1, 2009 and ended on May 29, 2009. Rent was \$750.00 per month. The Tenant paid a security deposit of \$375.00 at the beginning of the tenancy.

The Parties agree that the Tenant gave the Landlord her forwarding address in writing on June 3, 2009 by registered mail. The Tenant said that she did not give her written authorization for the Landlord to keep her security deposit. The Landlord admitted that he did not return the Tenant's security deposit but said he did serve her with a 10 Day Notice on June 25, 2009 because she did not give him proper notice she was ending the tenancy.

Analysis

Section 38(1) of the Act says that once a Landlord receives a Tenant's forwarding address in writing, the Landlord has 15 days to either return the security deposit or to make an application for dispute resolution to make a claim against it. If a Landlord does not do either of these things, then pursuant to s. 38(6) of the Act, he must return double the amount of the security deposit to the Tenant.

I find that the Landlord did not return the Tenant's security deposit and did not make an application for dispute resolution to keep the security deposit within 15 days of receiving the Tenant's forwarding address in writing. The 10 Day Notice to End Tenancy served on the Tenant is not an application for dispute resolution. I also find that the Tenant did not give her written authorization for the Landlord to keep the security deposit. As a result, I find that the Landlord must return double the amount of the security deposit or



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\$750.00 to the Tenant. As the Tenant has been successful in this matter, she is also entitled to recover the filing fee for this proceeding.

Conclusion

A monetary order in the amount of **\$800.00** 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 the 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: July 16, 2009.

Dispute Resolution Officer