



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF, O

Introduction

This matter dealt with an application by the Tenant for the return of her security deposit as well as to recover the filing fee for this proceeding.

The Tenant said she sent a copy of the Application and Notice of Hearing to the Landlord by registered mail on May 22, 2009. Based on the evidence of the Tenant, I find that the Landlord was served as required by s. 89 of the Act and the hearing proceeded in the Landlord's absence.

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 tenancy started on January 1, 2009 and ended on April 30, 2009. Rent was \$800.00 per month. The Tenant paid a security deposit of \$400.00 on or about December 15, 2008.

The Tenant said she gave her forwarding address in writing to the Landlord on May 1, 2009 when she completed the move out condition inspection report. The Tenant said the Landlord gave her a copy of this document but then a week later sent her a different copy dated April 30, 2009 which stated that the Tenant had not given a forwarding address or participated in the move out inspection. The Tenant said she did not give the Landlord written authorization to keep the security deposit, however the Landlord returned only \$259.55 of it and kept the balance.

Analysis

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date she receives the Tenant's forwarding address in writing (whichever is later) to either return the Tenant's security deposit or to make an application for dispute resolution to make a claim against it. If the Landlord does not do either one of these things and does not have the Tenant's written authorization to keep the security



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deposit then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit to the Tenant.

I find that the Landlord received the Tenant's forwarding address in writing on May 1, 2009 but did not return \$140.45 of her security deposit and did not make an application for dispute resolution to make a claim against the deposit. I also find that the Landlord did not have the Tenant's written authorization to keep the security deposit and as a result, pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the unpaid balance of the security deposit (**\$280.90**) to the Tenant with accrued interest of **\$0.28** (on the original amount). As the Tenant has been successful in this matter, I also find that she is entitled to recover his **\$50.00** filing fee for this proceeding.

Conclusion

A monetary order in the amount of **\$331.18** 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: September 02, 2009.

Dispute Resolution Officer