



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit and compensation for failure to return it within the time limits required under the Act.

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 the last week of October, 2008 and ended on or about March 4, 2009. Rent was \$450.00 per month. The Tenant paid a security deposit of \$225.00 at the beginning of the tenancy.

The Tenant said that at the end of the tenancy she gave her forwarding address in writing to the Landlord's mother-in-law who also lived in the rental property. The Tenant said she believed the Landlord's mother-in-law was acting as the agent for the Landlord because she collected rent from the Tenant each month. The Tenant said she did not give the Landlord authorization to keep the security deposit and it has still not been returned.

The Landlord denied receiving the Tenant's forwarding address in writing. The Landlord argued that the Tenant did not give her adequate notice that she was ending the tenancy and as a result she kept the security deposit.

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



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A Landlord is defined under the Act (in part) as “the owner of the rental unit the owner’s agent or another person who, on behalf of the Landlord exercises powers and performs duties under the Act or tenancy agreement.” Because the Landlord’s mother-in-law was authorized to collect rent on behalf of the Landlord, I find that she was acting as an agent for the Landlord. I further find, on a balance of probabilities, that the Landlord’s mother-in-law did receive Tenant’s forwarding address in writing at the end of the tenancy. In any event, I find that the Landlord also received the Tenant’s forwarding address in writing when she was served with the Tenant’s application on or about June 10, 2009.

I find that the Landlord has not returned the Tenant’s security deposit and has not made 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 security deposit to the Tenant with accrued interest of \$0.57 (on the original amount).

Conclusion

A monetary order in the amount of **\$450.57** has been issued to the Tenant and a copy of the Order 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 15, 2009.

Dispute Resolution Officer