



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This matter dealt with an application by the Tenant for the return of his security deposit as well as for compensation as a result of the Landlords' failure to return the security deposit within the time limit required under the Act. The Tenant also applied to recover the filing fee for this proceeding.

The Tenant sought to amend his application to include claims for other compensation, however the Tenant's application did not disclose a claim for other compensation and his documents referring to other items of compensation were not served on the Landlord until September 18, 2009. Consequently, the Tenant's application to amend his application was not allowed. The Tenant may file a separate application for dispute resolution for that relief.

### 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 May 1, 2008 and ended on May 15, 2009 when the Tenant moved out. Rent was \$1,200.00 per month plus utilities. The Tenant paid a security deposit of \$600.00 at the beginning of the tenancy.

The Parties agree that the Tenant gave his forwarding address in writing to the Landlords on May 15, 2009, that the Tenant did not give the Landlords authorization to keep the security deposit and that the security deposit has not been returned to the Tenant. The Landlords claim that they kept the security deposit because the Tenant failed to pay rent for May 2009 and left the rental unit in need of cleaning and repairs.

### Analysis

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date he 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



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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.

I find that the Landlords received the Tenant's forwarding address in writing on May 15, 2009 but did not return his security deposit and did not make an application for dispute resolution to make a claim against the deposit. I also find that the Landlords 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 Landlords must return double the amount of the security deposit (\$1,200.00) to the Tenant with accrued interest of \$6.02 (on the original amount). As the Tenant has been successful in this matter, I also find that he is entitled to recover his \$50.00 filing fee for this proceeding.

## Conclusion

A monetary order in the amount of **\$1,256.02** has been issued to the Tenant and a copy of the Order must be served on the Landlords. If the amount is not paid by the Landlords, 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 21, 2009.

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Dispute Resolution Officer