

# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MNSD, FF

### Introduction

This hearing dealt with an application by the tenant for an order for the return of his security deposit. The tenant testified that he sent the application for dispute resolution and notice of hearing to the landlord by registered mail to the address on file at the land title office for the owner of the rental unit. The tenant submitted evidence showing that the landlord refused the registered mail. I was satisfied that the landlord had been served in accordance with the Act and the hearing proceeded in her absence.

### Issue(s) to be Decided

Is the tenant entitled to the return of his security deposit?

### Background and Evidence

The tenant testified that the tenancy began on September 1, 2008, at which time he paid a security deposit of \$850.00 and a utility deposit of \$375.00. The tenant testified that he vacated the rental unit on April 30, 2009 and gave the landlord his forwarding address by writing the address on the bottom of the condition inspection report and by leaving a letter with the address in the rental unit. The tenant testified that after attempting to serve the landlord with the application for dispute resolution and notice of hearing, he received a cheque from her for \$733.17.

### Analysis

The Act requires that landlords either return the security deposit or file an application for dispute resolution for an order to retain the security deposit within 15 days of the end of the tenancy and the time they receive the forwarding address in writing. I accept the tenant's undisputed testimony and I find that the tenant vacated the rental unit and provided his forwarding address on April 30, 2009. Although the landlord collected what she termed a utility deposit, the only deposits contemplated under the act are security

and pet deposits. I find that the utility deposit must be considered part of the security deposit. I find that the landlord failed to return to the tenant \$491.83 of the security deposit. I grant the tenant an order under section 67 for \$548.51 which represents the balance of the security deposit, \$6.68 in interest and the \$50.00 filing fee paid to bring this application. This order may be filed with the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The tenant is granted an order for \$548.51.

Dated September 10, 2009.

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