



# 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 a security deposit as well as to recover the filing fee for this proceeding.

At the beginning of the hearing, the Parties agreed to amend the style of cause by removing the names of the rental property owner's managers and adding instead the name of the owner.

### 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 March 15, 2009 and ended on April 30, 2009. Rent was \$850.00 per month. The Tenant paid a security deposit of \$425.00 at the beginning of the tenancy.

The Parties agree that the Tenant gave his forwarding address in writing to the Landlord's building manager on May 1, 2009 when he participated in a move out condition inspection. The Tenant did not give his written authorization to the Landlord to keep any of the security deposit and the security deposit has not been returned by the Landlord.

### 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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I find that the Landlord received the Tenant's forwarding address in writing on May 1, 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 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. 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.

RTB Policy Guideline #17 at p. 2 states that "unless the tenant has specifically waived the doubling of the deposit, either on an application for the return of the deposit or at the hearing, the arbitrator will order the return of double the deposit." Although the Tenant applied to recover only the original amount of the security deposit, I find that he did not specifically waive reliance on s. 38(6) of the Act.

## Conclusion

A monetary order in the amount of **\$900.00** 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 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: October 05, 2009.

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Dispute Resolution Officer