



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Tenants for the return of their security deposit as well as for compensation for the Landlord's alleged failure to return the deposit within the time limit required under the Act. The Tenants also applied to recover the filing fee for this proceeding.

The Tenant said she served the Landlord with the Application and Notice of Hearing on June 30, 2009 by express post to the Landlord's agent's address for service indicated on the tenancy agreement. According to the Canada Post online tracking system, the hearing package was delivered on July 2, 2009. I find pursuant to s. 71(2)(c) of the Act that the corporate Landlord was sufficiently served for the purposes of the Act and the hearing proceeded in the Landlord's absence.

Issues(s) to be Decided

1. Are the Tenants entitled to the return of their security deposit and if so, how much?

Background and Evidence

This tenancy started on October 1, 2007 and ended on May 31, 2009. Rent was \$875.00 per month. The Tenants paid a security deposit of \$437.50 on September 1, 2009.

The Tenant said the Landlord's agent wrote down her forwarding address when they did a move out condition inspection on May 31, 2009 (which is the same address as on her application) and he said he would return the security deposit to her provided he could re-rent the rental unit for June 2009. The Tenant claimed that she gave the Landlord written notice on May 15, 2009 that she was ending the tenancy on May 31, 2009. However, the Tenant said she did not give the Landlord written authorization to keep the security deposit and the Landlord has failed to return it.

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



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
Ministry of Housing and Social Development

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 with accrued interest.

I find that the Landlord received the Tenant's forwarding address in writing on May 31, 2009 but did not return the 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 Tenants' 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 (\$875.00) to the Tenant with accrued interest of \$8.23 (on the original amount). As the Tenant has been successful in this matter, I also find that she is entitled to recover the \$50.00 filing fee for this proceeding.

Conclusion

A monetary order in the amount of **\$933.23** has been issued to the Tenants 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 09, 2009.

Dispute Resolution Officer