



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, compensation for the Landlords' failure to return the security deposit within the time limits required under the Act and to recover the filing fee for this proceeding.

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 September 1, 2007 and ended on October 23, 2008 when the Tenant moved out. Rent was \$1,100.00 per month. The Tenant paid a security deposit of \$550.00 at the beginning of the tenancy.

The Tenant said he sent his forwarding address in writing to the Landlords' daughter (who also acted as their agent throughout the tenancy) by registered mail on November 18, 2008. According to the Canada Post online tracking system, the Landlords' agent received the Tenant's mail on November 19, 2008. The Tenant claimed that the Landlords did not return his security deposit and that he did not give them authorization to keep his security deposit. The Landlords did not dispute the Tenant's evidence.

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 or 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 Landlords received the Tenant's forwarding address in writing on November 19, 2008 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 (\$1,100.00) to the Tenant with accrued interest of \$11.05 (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 **\$1,161.05** has been issued to the Tenant and a copy of it 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: November 12, 2009.

Dispute Resolution Officer