

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution to keep all or part of a security deposit.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to retain all or part of the security deposit; and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenancy began on March 1, 2008 as a month to month tenancy for rent of \$730.00 due on the 1<sup>st</sup> of the month, a security deposit of \$365.00 was paid on March 1, 2008. The tenancy ended on April 30, 2009 when the tenant moved to another rental unit in the same complex.

### Analysis

Section 38 of the Act states that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address the landlord must return the security deposit to the tenant or make an Application for Dispute Resolution with the Residential Tenancy Branch to claim against the security deposit.

The landlord applied for Dispute Resolution on September 4, 2009 despite knowing the forwarding address at the end of the tenancy.

### Conclusion

Based on the above, I dismiss the landlord's application without leave to reapply.

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: December 09, 2009.

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Dispute Resolution Officer