



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC

Introduction

This matter dealt with an application by the Tenant for the return of her security deposit as well as for compensation for the Landlord's failure to return the deposit within the time limits required under the Act.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of her security deposit and if so, how much?

Background and Evidence

This tenancy started on November 15, 2008 and ended on July 15, 2009 when the Tenant moved out. Rent was \$757.00 per month. The Tenant paid a security deposit of \$365.00 at the beginning of the tenancy.

The Tenant said she gave the Landlord her forwarding address in writing on June 8, 2009 when she also gave her written notice that she was ending the tenancy. The Tenant claimed that the Landlord did not return her security deposit and that she did not give the Landlord written authorization to keep her security deposit. The Landlord claimed that he had a verbal agreement with the Tenant that he could keep the security deposit if the rental unit could not be re-rented for the balance of July 2009.

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 later) to either return the Tenant's security deposit or to make an application for dispute resolution to make a claim against the deposit. 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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During the hearing the Parties came to a settlement of this matter on the following terms:

1. The Landlord will pay the Tenant \$421.18 representing the security deposit plus accrued interest and the \$50.00 filing fee paid by the Tenant for this proceeding;
2. Both Parties agree that this settlement is in full and final satisfaction of any and all claims either of them has or may have under the Act regarding this tenancy.

Conclusion

A monetary order in the amount of **\$421.18** has been issued to the Tenant. A copy of the Order must be served on the Landlord and 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: December 01, 2009.

Dispute Resolution Officer