



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

This matter dealt with an application by the Tenants for the return of their security deposit plus compensation equivalent to the amount of the security deposit for the Landlord's failure to return the security deposit within the time limits required under the Act.

The Tenants said they served the Landlord with their Application and Notice of Hearing by registered mail on October 1, 2009. According to the Canada Post online tracking system, the hearing package was received and signed for on behalf of the Landlord on October 2, 2009. I find that the Landlord was served as required by s. 89 of the Act and the hearing proceeded in her 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 month to month tenancy started on April 1, 2007 and ended on September 30, 2007 pursuant to a 2 Month Notice to End Tenancy for Landlord's Use of Property. Rent was \$1,050.00 per month. The Tenants paid a security deposit of \$525.00 at the beginning of the tenancy.

The Tenants said the Landlord did not return their security deposit and they did not give the Landlord written authorization to keep the security deposit. The Tenants admitted that they did not give the Landlord their forwarding address in writing.

Analysis

Section 39 of the Act says that "if a Tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy, the Landlord may keep the security deposit and the right of the tenant to the return of the security deposit is extinguished."



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I find that the tenancy ended on September 30, 2007 but that the Tenants did not give the Landlord their forwarding address in writing by September 29, 2008 (or at all) and as a result, their right to the return of the security deposit is now extinguished.

Conclusion

The Tenants' application is dismissed 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: January 20, 2010.

Dispute Resolution Officer