



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 Tenant for the return of her security deposit. The Tenant said she served the Landlord with her application and Notice of Hearing by registered mail on October 28, 2009 to his mailing address. Based on the documentary and oral evidence of the Tenant, I find that the Landlord was served as required by s. 89 of the Act and the hearing proceeded in the Landlord's absence.

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 October 7, 2008 and ended on September 2, 2009 when the Tenant moved out. Rent was \$650.00 per month. The Tenant paid a security deposit of \$350.00 at the beginning of the tenancy.

The Tenant said she gave her forwarding address in writing to the Landlord in person on October 3, 2009. The Tenant claimed that she received a cheque for \$225.00 from the Landlord on February 19, 2010. The Tenant said she did not give the Landlord written authorization to keep any of the security deposit.

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 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.

I find that the Landlord received the Tenant's forwarding address in writing on October 3, 2009 and as a result, he had until October 18, 2009 to either return the security deposit to the Tenant or to make an application for dispute resolution to make a claim



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against it. I find that the Landlord only returned \$225.00 of the security deposit to the Tenant on February 19, 2010 and did not have the Tenant's written authorization to keep the balance of the security deposit and did not make an application for dispute resolution to make a claim against the deposit.

RTB Policy Guideline #17 at p. 2 states that "unless the tenant has specifically waived the doubling of the deposit, either on an application for the return of the deposit or at the hearing, the arbitrator will order the return of double the deposit." The Tenant confirmed at the hearing of this matter that she was relying on s. 38(6) of the Act. Consequently, I find that the Landlord must pay the Tenant the following amount:

Double security deposit:	\$700.00
Accrued interest:	<u>\$1.23</u>
Subtotal:	\$701.23
Less: Amount paid:	<u>(\$225.00)</u>
Amount owing:	\$476.23

Conclusion

A monetary order in the amount of **\$476.23** has been issued to the Tenant 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: February 25, 2010.

Dispute Resolution Officer