

DECISION

Dispute Codes MNSD

Introduction

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

At the beginning of the hearing, the Tenant confirmed that she had misspelled the name of the municipality on the Respondent address portion of her application. Consequently, the Tenant's application is amended to correct that misspelling.

The Tenant said she served the Landlord with a copy of her Application, Notice of Hearing and documentary evidence (the "hearing package") by registered mail on March 1, 2010. Section 90 of the Act says that a document delivered by mail is deemed to be received by the recipient 5 days later. Based on the documentary and oral evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package 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 September 1, 2009 and ended on November 30, 2009 when the Tenant moved out. Rent was \$900.00 per month. The Tenant paid a security deposit of \$450.00 at the beginning of the tenancy (\$225.00 from her funds and \$225.00 paid on her behalf by Human Resources). The Tenant provided copies of receipts for those payments.

The Tenant said she sent her forwarding address in writing to the Landlord by registered mail on December 11, 2009. The Tenant said the Landlord did not return her security deposit because he alleged she damaged the roof of the rental property when she had a satellite dish installed. The Tenant said she did not give the Landlord written authorization to keep her 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.

Pursuant to s. 90 of the Act, I find that the Landlord received the Tenant's forwarding address in writing on December 16, 2009 (5 days after she mailed it). I also find that the Landlord did not return the Tenant's security deposit and did not make an application for dispute resolution to make a claim against the deposit. I further find that the Landlord did not have the Tenant's written authorization to keep the security deposit. As a result, I find that pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit (\$900.00) to the Tenant.

Conclusion

A monetary order in the amount of **\$900.00** 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: June 09, 2010.

Dispute Resolution Officer