



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenant for the return of his security deposit plus compensation equal to the amount of the security deposit due to the Landlord's failure to return it within the time limits required under the Act as well as to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on June 18, 2010 and that it was delivered to the Landlord's residence on July 5, 2010. Based on the 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 his security deposit and if so, how much?

Background and Evidence

This tenancy started on October 10, 2009 and ended on March 30, 2010 when the Tenant moved out. Rent was \$600.00 per month. The Tenant said he paid a security deposit of \$600.00 at the beginning of the tenancy. The Tenant rented a room and shared facilities with the Landlord who is not the owner of the rental property.

The Tenant said he gave his forwarding address in writing to the Landlord on March 30, 2010 and did not give the Landlord his written authorization to keep the security deposit. The Tenant also said that the Landlord has not returned his 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.



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I find that the Landlord received the Tenant's forwarding address in writing on March 30, 2010 but did not return his security deposit and did not make an application for dispute resolution to make a claim against the deposit. I also find that the Landlord did not have the Tenant's written authorization to keep the security deposit. As a result, I find pursuant to s. 38(6) of the Act, that the Landlord must return double the amount of the security deposit (\$1,200.00) to the Tenant. As the Tenant has been successful in this matter, he is also entitled pursuant to s. 72 of the Act to recover from the Landlord the \$50.00 filing fee for this proceeding.

Conclusion

A monetary order in the amount of **\$1,250.00** 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: August 11, 2010.

Dispute Resolution Officer