



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes MNDC, (MNSD), OLC

### Introduction

This matter dealt with an application by the tenant to recover her security deposit from the landlord. The tenant did apply for money owed or compensation for damage or loss and for an Order for the landlord to comply with the Act but realizes she no longer requires these sections. I have allowed the tenant to amend her application to deal with the return of her security deposit and she has withdrawn her application for a monetary order for money owed or compensation for loss or damage under the Act and for an Order for the landlord to comply with the Act.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and sent to the landlord by registered mail. The landlords' agent confirms receipt of the tenants hearing documents. The tenant confirmed receipt of the landlords' evidence.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

Is the tenant entitled to recover her security deposit?

### Background and Evidence

Both Parties agree that this tenancy started on February 01, 2004 and ended on April 30, 2010. Rent for this unit had increased from \$1,000.00 to \$1,233.00 over the term of the tenancy. The tenant paid a security deposit of \$500.00 on January 16, 2004. The tenant gave the landlord her



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forwarding address in writing on April 30, 2010 and the landlord confirms they have the tenants' correct forwarding address.

The tenant claims the damages the landlord stated was done to the rental unit were normal wear and tear after six years of a tenancy. The tenant felt the landlords overcharged her for many items and failed to return any of her security deposit. The tenant states that on her application she claimed \$608.00 but states she was confused as the additional \$108.00 was the extra amount the landlord wanted to charge her for at the end of her tenancy. The tenant has amended her application to the sum of \$500.00 plus any accrued interests on her security deposit.

The landlords' agent states the tenants caused damages to the rental unit and left areas of the unit unclean at the end of the tenancy. The landlords' agent states that was why they kept the tenants security deposit.

## Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. Both parties agree that the tenant did give the landlords' agent her forwarding address in writing on April 30, 2010. Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit (plus any interest accrued on the original amount) to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on April 30, 2010. As a result, the landlord had until May 15, 2010 to return the tenants security deposit or apply for Dispute Resolution to make a claim against it. I find the landlord did not return the security deposit or file an application to keep it. Therefore, I



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find that the tenant has established a claim for the return of the security deposit of \$500.00 plus accrued interest of \$17.69 on the original amount. However, the tenant has not filed an application to recover double her security deposit and as such I find she is only entitled to recover the original amount plus interest of **\$517.69**. A Monetary Order has been issued to the tenant for this amount pursuant to section 38 and 67 of the *Act*.

## Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$517.69**. The order must be served on the respondent and is enforceable through the Provincial Court 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: September 17, 2010.

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Dispute Resolution Officer