



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with an application by the tenant for the return of a security deposit. The tenant participated in the conference call hearing and gave affirmed testimony. The landlord did not participate in the conference call hearing. I am satisfied that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issues(s) to be Decided

Is the tenant entitled to the return of their security deposit and if so, how much?  
Is the tenant entitled to return of double their security deposit?

### Background and Evidence

The tenancy began on May 1, 2007 and ended on July 31, 2010. Rent was \$900.00 per month. The tenant testified that she paid a security deposit of \$450.00 on or around May 1, 2007.

The tenant provided their forwarding address in writing to the landlord on August 6, 2010 and did not give the landlord written authorization to keep the security deposit.

The tenant testified that she was not provided with an opportunity to complete a move out inspection with the landlord. On August 24, 2010 the landlord made application under file 760700 to recover costs for damages and to retaining the security deposit, this application was subsequently dismissed without leave to reapply.

The tenant testified that to date the landlord has not returned the security deposit to the tenant.

## 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 tenants' forwarding address in writing (whichever is later) to either return the tenants' security deposit or to make an application for dispute resolution to make a claim against it.

Based on the documentary evidence and testimony I find that the landlord received the tenant's forwarding address in writing on August 6, 2010, did not return the security deposit, but did make application to retain the security deposit within the required time limit.

I find pursuant to s. 38(6) of the Act, the landlord is not required to return double the amount of the security deposit to the tenant. The landlord is required to return the original security deposit amount of \$450.00 with accrued interest of \$11.35 to the tenant.

## Conclusion

A monetary order in the amount of **\$461.35** has been issued to the tenants and a copy of the order 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: October 20, 2010

---

Dispute Resolution Officer