



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 a security deposit plus compensation equal to the amount of the deposit due to the Landlords' failure to return it within the time limits required under the Act.

The Tenant said she served the Landlords with a copy of the Application and Notice of Hearing (the "hearing package") by registered mail on June 2, 2010. According to the Canada Post online tracking system, the Landlords received the Tenant's hearing packages on June 16, 2010. Based on the evidence of the Tenant, I find that the Landlords were served with the hearing packages as required by s. 89 of the Act and the hearing proceeded in the Landlords' 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 April 1, 2009 and ended on May 10, 2010 when the Tenant moved out. Rent was \$700.00 per month. The Tenant paid a security deposit of \$350.00 at the beginning of the tenancy.

The Tenant said she sent her forwarding address in writing to the Landlords via regular mail on May 10, 2010. The Tenant said she did not give the Landlords written authorization to keep her security deposit and they have not returned it to her.

Analysis

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date they receive 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



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deposit then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit.

Section 90 of the Act deems a document delivered by mail to be received by the recipient 5 days later. Consequently, I find that the Landlords received the Tenant's forwarding address in writing on May 15, 2010. I also find that the Landlords did not return the Tenant's security deposit of \$350.00, did not have the Tenant's written authorization to keep the security deposit and did not make an application for dispute resolution to make a claim against the deposit. As a result, I find that pursuant to s. 38(6) of the Act, the Landlords must return double the amount of the Tenant's security deposit to her or \$700.00.

Conclusion

A Monetary Order in the amount of **\$700.00** has been issued to the Tenant and a copy of it must be served on the Landlords. If the amount is not paid by the Landlords, 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 19, 2010.

Dispute Resolution Officer