



Dispute Resolution Services

Page: 1

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 a security deposit, compensation equal to the amount of the deposit due to the Landlord's alleged failure to return it within the time limits required under the Act and to recover the filing fee for this proceeding.

The Tenant said served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on August 25, 2010 however it was returned because the Landlord had moved its place of business. The Tenant said she contacted the Landlord and got its new address and re-served the hearing package on August 30, 2010 by registered mail to the new address. 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 evidence of the Tenant, I find that the Landlord was served with the 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 January 1, 2010 and ended on June 30, 2010 when the Tenant moved out. Rent was \$750.00 per month. The Tenant paid a security deposit of \$375.00 at the beginning of the tenancy.

The Tenant said she gave her forwarding address in writing to the Landlord's agent, "Patty", at the end of the tenancy. The Tenant also claimed that she did not give the Landlord written authorization to keep her security deposit and the Landlord has not returned it.

Analysis

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date she receives the Tenant's forwarding address in writing (whichever

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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.

I find that the Landlord received the Tenant's forwarding address in writing on or about June 30, 2010 but did not return her security deposit of \$375.00. I also find that the Landlord 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 it. 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 or \$750.00 to the Tenant. I also find that the Tenant is 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 **\$800.00** 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: October 28, 2010.

Dispute Resolution Officer