



# 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 a security deposit plus compensation equal to the amount of the deposit due to the Landlord's failure to return it within the time limits required under the Act. The Tenant also applied to recover the filing fee for this proceeding.

The Tenant said she served the Landlord with her Application and Notice of Hearing (the "hearing package") by registered mail on July 22, 2010 and also delivered it in person to the Landlord at his residence (with a witness present) on July 23 or 24, 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 her security deposit and if so, how much?

### Background and Evidence

This tenancy started on July 1, 2009 and ended on March 31, 2010 when the Tenant moved out. The Tenant said that rent was \$1,550.00 when she had a roommate but that the Landlord agreed to reduce it to \$1,300.00 for December 2009 when her roommate was forced to move out and then to \$800.00 for the months of January and February 2010 while the Landlord had the rental unit listed for sale. The Tenant said the Landlord agreed that she did not have to pay rent for March 2010. The Tenant paid a security deposit of \$700.00 at the beginning of the tenancy.

The Tenant said she sent her forwarding address to the Landlord by registered mail on June 22, 2010 but the mail was returned to her unclaimed so she delivered it to the Landlord in person on July 23 or 24, 2010 (when she also served him with the hearing package in this matter). The Tenant said she did not give the Landlord written authorization to keep the security deposit and he has not returned it to her.



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## 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.

I find that the Landlord received the Tenant's forwarding address in writing on July 24, 2010 (at the latest) but did not return her security deposit of \$700.00 and did not have the Tenant's written authorization to keep the security deposit. I also find that the Landlord did not make an application for dispute resolution to make a claim against the security deposit. 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 \$1,400.00 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 **\$1,450.00** 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: November 16, 2010.

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Dispute Resolution Officer