



# 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 compensation equal to the amount of her security deposit due to the Landlord's alleged failure to return her deposit within the time limits required under the Act as well as to recover the filing fee for this proceeding.

### Issues(s) to be Decided

1. Is the Tenant entitled to compensation and if so, how much?

### Background and Evidence

This tenancy started on June 1, 2007 and ended on July 30, 2010 when the Tenant moved out. The Tenant paid a security deposit of \$450.00 at the beginning of the tenancy. The Tenant gave her forwarding address in writing to an agent for the former owner of the rental property when she participated in a move out inspection on July 30, 2010. The Landlord purchased the rental property on July 31, 2010 and due to a change over in administrative staff, the Landlord's agent said she did not obtain a copy of the Tenant's forwarding address from the resident manager until approximately August 17, 2010. The Landlord sent the Tenant a cheque for the security deposit and accrued interest (\$461.31) on August 30, 2010.

### 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 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.



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I find that the Landlord received the Tenant's forwarding address in writing on July 30, 2010 but did not return her security deposit until August 30, 2010 (31 days later). I also find that the Landlord did not have the Tenant's written authorization to keep the security deposit. As a result, I find that pursuant to s. 38(6) of the Act, the Tenant is entitled to compensation in the amount of \$450.00. As the Tenant has been successful in this matter, I also find that she 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 \$500.00 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 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 29, 2010.

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Dispute Resolution Officer