



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on September 22, 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 with both the Landlord and the Tenant in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of the security deposit?

Background and Evidence

This tenancy started on February 1, 1998 as a month to month tenancy. The tenancy ended July 31, 2010. Rent was \$805.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$360.00 on or before February 1, 1998.

The Tenant said that she moved out of the rental unit on July 27, 2010 due to a fire in the rental building. The Tenant continued to say that she did not receive her security deposit until August 22, 2010 which she said was after the 15 day limit as indicated in Section 38 of the Act. She therefore believed that the Landlord owed her addition money with respect to the security deposit. She said the Landlord paid her \$360.00 for her security deposit and \$39.91 for accrued interest on the security deposit.

The Tenant continued to say that she did not give the Landlord a forwarding address until she mailed him her application for dispute resolution and the hearing package on September 22, 2010.

The Landlord said that the Tenancy ended July 31, 2010 and he reimbursed the Tenant for the last five days of July, 2010 as the Tenant had to move out of the unit on July 27, 2010 because of the fire. The Landlord said he returned the Tenant’s security deposit,

with accrued interest and the 5 days rent return in the amount of \$529.76 on August 22, 2010.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

As the Landlord returned the Tenant's security deposit and accrued interest on August 22, 2010 which was prior to receiving a forwarding address from the Tenant on September 22, 2010, I find the Landlord complied with section 38 of the Act and I dismiss the Tenants application for additional money relating to the security deposit.

As the Tenant was unsuccessful in this matter I further order the Tenant to bear the cost of the filing fee of \$50.00 for this proceeding.

Conclusion

I dismiss the Tenant's application for additional claims regarding the security deposit.

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: January 17, 2011.

Residential Tenancy Branch