



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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' alleged failure to return it as required by the Act.

Issue(s) to be Decided

1. Is the Tenant entitled to the return of a security deposit and if so, how much?

Background and Evidence

This tenancy started on August 1, 2010 and ended on December 30, 2011 when the Tenant moved out. Rent was \$850.00 per month. The Tenant paid a security deposit of \$425.00 at the beginning of the tenancy.

The Parties agree that on December 31, 2011 they completed a move out condition inspection report and that the Tenant gave the Landlords her forwarding address in writing at that time. The Parties also agree that the Tenant did not give the Landlords written authorization to keep her security deposit and that only \$184.00 of it has been returned to the Tenant to date.

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 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 tenancy ended on December 30, 2011 and that the Landlords received the Tenant's forwarding address in writing on December 31, 2011. I also find that on January 13, 2012, the Landlords returned \$184.00 of the \$425.00 security deposit. Although the Landlords claimed that they retained part of the security deposit for general cleaning and carpet cleaning expenses they incurred, I find that they did not have the Tenant's written authorization to keep the any of the security deposit and did not make an application for dispute resolution to make a claim against the security deposit for those expenses. As a result, I find pursuant to s. 38(6) of the Act that the Landlords must return the following amount to the Tenant:

Double Security deposit:	\$850.00
Accrued Interest:	<u>\$0.00</u>
Subtotal:	\$850.00
Less: Amount Paid:	<u>(\$184.00)</u>
Balance Owing:	\$666.00

Conclusion

A Monetary Order in the amount of **\$666.00** 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: April 02, 2012.

Residential Tenancy Branch