



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This matter dealt with an application by the Tenants for the return of a security deposit and to recover the filing fee for this proceeding.

### Issue(s) to be Decided

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

### Background and Evidence

This one year fixed term tenancy started on October 15, 2011 and ended on March 15, 2012 when the Tenants moved out. Rent was \$995.00 per month. The Tenants paid a security deposit of \$500.00 at the beginning of the tenancy. The Tenants said they did not give the Landlord written authorization to keep their security deposit and it has not been returned to them. The Tenants admitted, however that they have not given the Landlord their forwarding address in writing.

### 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.

Sections 24(2) and 36(2) of the Act say that if a Landlord does not complete a move in or a move out condition inspection report in accordance with the Regulations, the Landlord's right to make a claim against the security deposit for damages to the rental unit is extinguished. In other words, the Landlord may still bring an application for

compensation for damages to the rental unit however she may not use the security deposit to pay for those damages.

The Tenants admitted that they did give the Landlord their forwarding address in writing. However, at the hearing the Tenants provided the Landlord with their forwarding address and it is also written on the cover page of this decision. Consequently, as of today's date, I find that the Landlord has received the Tenants' forwarding address in writing for the purposes of s. 38(1) of the Act.

### Conclusion

The Tenants' application is dismissed with leave to reapply. 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: June 12, 2012.

---

Residential Tenancy Branch