



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for the return of the security deposit.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on May 25, 2012. Mail receipt numbers were provided in the tenant's documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

Is the tenant entitled to recover the security deposit?

### Background and Evidence

The tenant testifies that this month to month tenancy started on September 01, 1986 and ended on May 01, 2012. Rent for this unit at the end of the tenancy was \$879.00 per month due on the last day of each month in advance. The tenant paid a security deposit of \$225.00 on August 19, 1986.

The tenant testifies that she gave the landlord her forwarding address in writing the tenant has not provided a copy of this letter but has provided a copy of the landlord's documentation concerning the tenant's security deposit which clearly indicates that the landlords received the tenants forwarding address at least by May 09, 2012.

The tenant testifies that she left the rental unit clean at the end of the tenancy. The tenant testifies that she did not give the landlord permission to keep all or part of the security deposit. The tenant testifies she did receive a cheque from the landlord on May 31, 2012 for \$305.33. The tenant testifies that the landlord's documentation concerning her deposit had incorrect information on it. The tenant states the landlords have a move in date of October 30, 1999 when in fact the tenant moved in on September 01, 1986. This error has affected the amount of interest owed on the security deposit. The landlord has also put an incorrect amount for the security deposit showing \$296.45 was paid by the tenant when the tenant actually paid \$225.00. The tenant testifies that she wrote to the landlord about these errors and heard nothing back so the tenant filed an application to recover the outstanding balance of the security deposit and interest.

The tenant testifies that after she served the landlord with the hearing documents she received another cheque from the landlord for \$117.27. The tenant testifies that the landlord failed to return all her security deposit in full plus accrued interest within 15 days of the end of the tenancy and the tenant now seeks to recover double the deposit.

### Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit

then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit and any accrued interest on the original amount to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing by at least May 09, 2012. As a result, the landlord had 15 days to return all the tenants security deposit of \$225.00 and accrued interest of \$198.72. I find the landlord did not return all the security deposit and accrued interest within 15 days. I also find the landlord has a responsibility to ensure the information they have on file is the correct information in accordance with the tenancy agreement between the parties. I find that the tenancy did start on September 01, 1986 and the tenant paid the security deposit of \$225.00 on August 19, 1986. Consequently I find the landlord did not return the sum of \$423.72 to the tenant by May 24, 2011 and the tenant has established a claim for the return of double the security deposit pursuant to section 38(6)(b) of the *Act*.

As the landlord did return the sum of \$422.60 to the tenant this amount will be deducted from the tenant's monetary award. A Monetary Order has been issued to the tenant for the following sum:

Double the security deposit	\$450.00
Accrued interest on the original amount	\$198.72
Less the amount already paid	(-\$422.60)
Total amount due to the tenant	\$226.12

### Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$226.12**. The order must be served on the respondent and is enforceable through the Provincial Court 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: July 25, 2012.

---

Residential Tenancy Branch