



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### 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 as well as to recover the filing fee for this proceeding.

### 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 October 1, 2006 and ended on August 31, 2011 when the Tenant moved out. Rent was \$675.00 per month payable in advance on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$340.00 on October 1, 2006.

The Tenant said she sent the Landlord a letter dated June 15, 2012 by regular post which contained her forwarding address in writing. The Landlord denied having received this letter. The Tenant said her address for service on her application for dispute resolution (filed on July 10, 2012 and received by the Landlord on July 27, 2012) is her forwarding address. The Parties agree that the Tenant's security deposit has not been returned to her and that she did not give the Landlord written authorization to keep it. The Parties also agree that the Landlord did not complete a condition inspection report at the beginning or at the end of the tenancy.

### 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.

I find that the tenancy ended on August 31, 2011. However, I find that there is insufficient evidence to conclude that the Tenant gave the Landlord her forwarding address in writing on June 15, 2012. Consequently, I find that the Tenant has not established a case under s. 38(6) of the Act for recovering double the amount of the security deposit. The Tenant confirmed that her forwarding address is the same as the address set out on her application for dispute resolution which the Landlord received on July 27, 2012. As a result, I find that the Tenant is entitled under s. 38(1) of the Act to the return of \$340.00 representing the original amount of her security deposit plus accrued interest of \$10.73. I also find that the Tenant is entitled pursuant to s. 72 of the Act to recover from the Landlord the \$50.00 filing fee she paid for this proceeding.

### Conclusion

A Monetary Order in the amount of \$400.73 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 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: September 19, 2012.

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Residential Tenancy Branch