



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD; FF

### **Introduction**

This is the Tenant's application for return of the security deposit and to recover the cost of the filing fee from the Landlords.

The parties gave affirmed testimony at the Hearing.

It was determined that the Landlords were served with the Notice of Hearing documents and copies of the Tenant's documentary evidence by registered mail. The Landlords did not provide any documents in evidence.

### **Issues to be Decided**

- Is the Tenant entitled to return of the security deposit?

### **Background and Evidence**

This tenancy started on October 1, 2011 and ended on March 31, 2013. The Tenant paid a security deposit in the amount of \$360.00 at the beginning of the tenancy. There was no condition inspection that complies with the requirements of Sections 23 and 35 of the Act and Part 3 of the regulations at the beginning or the end of the tenancy.

The Tenant did not provide the Landlord with his forwarding address in writing.

The Landlords have not filed an application for dispute resolution against the security deposit.

The Landlords returned a portion of the Tenant's security deposit, in the amount of \$75.83. The Tenant has not cashed the cheque yet.

## **Analysis**

A security deposit is held in a form of trust by the Landlords for the Tenant, to be applied in accordance with the provisions of the Act.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

I find that the Tenant did not provide his forwarding address in writing. However, I find that the Landlords extinguished their right to claim against the security deposit under the provisions of Section 25(3) of the Act. Therefore, I order that the Landlords return the remainder of the security deposit, in the amount of **\$284.17** to the Tenant immediately. The Tenant may cash the cheque in the amount of \$75.83.

The Tenant has been successful in his application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Landlords.

## **Conclusion**

I hereby provide the Tenant with a Monetary Order in the amount of **\$334.17** for service upon the Landlords. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: July 22, 2013

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Residential Tenancy Branch