



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with an application by the tenant for an order compelling the landlords to return her security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail sent on August 29, 2013, the landlords did not participate in the conference call hearing.

### Issue to be Decided

Is the tenant entitled to the return of her security deposit?

### Background and Evidence

The tenant's undisputed evidence is as follows. The tenancy began on September 1, 2011 and ended on April 30, 2013. At the outset of the tenancy, the tenant paid a \$425.00 security deposit. Shortly before she vacated the rental unit on April 30, the tenant gave the landlords her forwarding address in writing. The tenant did not authorize the landlords to retain any part of the deposit.

### Analysis

Section 38 of the Act provides that within 15 days of the end of the tenancy and the tenant having provided a forwarding address in writing, the landlord must either file an application for dispute resolution or return the deposit in full to the tenant. In this case, the landlords did neither.

The Act provides that when landlords failure to comply with this requirement, the tenant is entitled to recover an amount equivalent to double the security deposit. At the hearing, the tenant waived her claim against the doubling of the security deposit and stated that she simply wanted to recover the \$425.00 base amount of the deposit.

I find that the landlords were not entitled to retain the deposit and I order them to return the deposit to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$425.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is awarded \$425.00.

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 13, 2013

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Residential Tenancy Branch

