



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit as well as compensation for the Landlord's alleged failure to return it within the time limits provided under the Act. The tenant has also applied to recover the filing fee paid for this application.

The tenant served the landlord by registered mail on July 17, 2009 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Issues(s) to be Decided

- Is the Tenant entitled to the return of a security deposit and if so, how much?
- Is the tenant entitled to recover the filing fee?

Background and Evidence

This tenancy started on April 01, 2009 and ended on May 30, 2009. The tenant paid a monthly rent of \$425.00 and a security deposit of \$212.50 was paid on March 31, 2009.

The tenant ended the tenancy and left the rental unit. She testifies that the landlords did not carry out a move in or move out condition inspection. The tenant claims she gave the landlord her forwarding address in writing on or about May 28, 2009. This letter was



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left in the landlord's office. The tenant testifies that she did not give the landlords permission to keep the security deposit.

The landlords did not return the tenants security deposit or apply for dispute resolution to keep it. The landlord's testify that they kept the security deposit because the tenant ended the tenancy without giving one months notice. They state they were not aware that the *Act* does not allow them to keep the deposit without making an application to gain an order to enable them to keep all or part of the deposit.

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 to the tenant.

I find that the landlord received the tenant's forwarding address in writing on May 28, 2009 and that the tenancy ended on May 30, 2009. Consequently, the landlord had until June 15, 2009 to return the security deposit. I find the landlord failed to return the tenants' security deposit and therefore the tenant is entitled to gain a monetary Order for the amount of **\$425.00**

As the tenant has been successful in this matter she is also entitled to recover the \$50.00 filing fee from the landlords.



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Conclusion

A Monetary Order in the amount of **\$475.00** 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: October 26, 2009.

Dispute Resolution Officer