

## **Decision**

**Dispute Codes:** MNSD

### **Introduction**

This hearing dealt with an application by the tenant for return of the security deposit. The tenant participated in the hearing and gave affirmed testimony. Despite being served in person on or about January 20, 2010 with the application for dispute resolution and notice of hearing, the landlord did not appear.

### **Issue to be decided**

- Whether the tenant is entitled to the above under the Act

### **Background and Evidence**

There is no written tenancy agreement in place for this 4 month tenancy which spanned the period from June 1 to September 30, 2009. Monthly rent was \$750.00. The tenant paid rent for the month of June of \$750.00, in addition to the security deposit of \$375.00 (total: \$1,125.00) by way of 4 separate installment payments as follows:

- \$100.00: June 15, 2009
- \$500.00: June 19, 2009
- \$300.00: June 21, 2009
- \$225.00: June 24, 2009

**Total: \$1,125.00**

Towards the end of August 2009, the tenant informed the landlord of his intent to end the tenancy effective September 30, 2009. The tenant paid rent to the end of September 2009, his friend assisted him in cleaning the unit, and he vacated the unit on

September 16, 2009. On that same date, while the landlord informed the tenant that his security deposit would be returned, it has not been returned.

In mid January 2010, the tenant returned to town. As the landlord remained unwilling to return the security deposit, the tenant filed an application for dispute resolution on January 19, 2010. While the landlord was informed of the tenant's forwarding address by way of information set out on the tenant's application for dispute resolution, the tenant testified that he subsequently moved to a new address on or about January 28, 2010.

### **Analysis**

Section 38 of the Act speaks to **Return of security deposit and pet damage deposit**, in part as follows:

38(1) Except as provided in subsection (3) or (4)(a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Further, section 38(6) of the Act provides:

38(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

There is no evidence before me that the tenant has informed the landlord in writing of his current forwarding address, and requested that the landlord return his full security deposit. The tenant has the option of doing so.

### **Conclusion**

Following from all of the above, the tenant's application is hereby dismissed with leave to reapply.

DATE: April 15, 2010

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Dispute Resolution Officer