



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This matter dealt with an application by the Tenant for the return of a security deposit.

The Tenant said she served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on March 25, 2011. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlords and the Tenant in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to the return of the security deposit?

### Background and Evidence

This tenancy started on October 1, 2009 as a month to month tenancy. The tenancy ended February 28, 2011. Rent was \$415.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$207.50 on October 1, 2009.

The Tenant said that she moved out of the rental unit on February 28, 2011 and gave the Landlords a forwarding address in writing on January 27, 2011. The Tenant said she did a move in and move out condition inspection report on her own, but there was no move in or move out condition inspection reports completed with the Landlords. The Tenant continued to say the Landlords have not returned her security deposit and she is asking for double the security deposit in the amount of \$415.00 as stated in the Act.

The Landlords said they submitted as evidence a list of cleaning and repairs that they did after the Tenant moved out and they felt that the repairs were due to damage the Tenant caused during the tenancy.

The Landlords said they did receive a forwarding address in writing from the Tenant on January 27, 2011 and he did not return the deposit or make an application with the *Residential Tenancy Branch* to retain the security deposit for damages to the rental unit.

Analysis

Section 38 (1) says that 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.

And Section 38 (6) says 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.

I find from that the Tenant did give the Landlords a forwarding address in writing on January 27, 2011. The Landlords did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution. Consequently I find for the Tenant and grant an order for double the security deposit of \$207.50 in the amount of  $\$207.50 \times 2 = \$415.00$ .

As the Tenant was successful in this matter a Monetary Order in the amount of \$415.00 has been issued to the Tenant.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 of the Act, I grant a Monetary Order for \$415.00 to the Tenant. The order must be served on the Respondents and is enforceable through the Provincial Court of British Columbia (small claims court) 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*.

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Residential Tenancy Branch