

**Dispute Codes:** MNSD FF

**Introduction**

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

This is the Tenants’ application for a Monetary Order for double the security deposit; and to recover the cost of the filing fee from the Landlord.

I reviewed the evidence provided prior to the Hearing. The Tenant gave affirmed testimony and the Hearing proceeded on its merits.

**Issues to be Decided**

- Are the Tenants entitled to a monetary order for double the security deposit?
- Are the Tenants entitled to recover the cost of the filing fee from the Landlord?

**Background and Evidence**

The Tenant gave the following affirmed testimony:

The Tenant was not certain of the date or the method by which she served the Landlord with the Notice of Hearing package, but stated that she provided a copy to the Landlord within days of filing the Application for Dispute Resolution.

The Tenant and the Landlord met at the rental unit to perform a move-out inspection on April 30, 2009. A copy of the move-out inspection was provided into evidence. There were no damages to the rental unit. The Tenant provided her forwarding address to the Landlord, which is written on the bottom of the Condition Inspection Report.

The Landlord returned the Tenants’ security deposit in the amount of \$500.00, together with interest, but the Tenant did not receive the refunded security deposit until May 22, 2009.

The Landlord had initially mailed the security deposit to the wrong address.

**Analysis**

The Landlord did not attend the Hearing, but did provide evidence to the case file.

The Tenants' forwarding address noted on the Condition Inspection Report is not clear. It is difficult to discern whether the first number in the address is a 3 or a 5. The evidence of the Landlord indicates that the Landlord sent the refund cheque to the wrong address on May 7, 2009. Upon the post office returning the initial letter containing the security deposit refund, the Landlord expeditiously sent the security deposit, by priority overnight mail, to the Tenant at the correct address.

Section 38 of the Act states that if a landlord does not return the security deposit or make an application against the security deposit within 15 days of the date the landlord receives the tenant's forwarding address in writing, the landlord must pay the tenant double the amount of the security deposit. Based on the testimony of the Tenant and the evidence provided by the Landlord, I find that the Landlord attempted to return the security deposit to the Tenant on May 7<sup>th</sup>, based on what appeared to be the correct forwarding address noted on the Condition Inspection Report. Ultimately, it is the Tenant's obligation to provide a legible forwarding address to the Landlord. Therefore, I dismissed the Tenants' claim in its entirety.

### **Conclusion**

The Tenants' application is dismissed without leave to reapply.

Dated: August 27, 2009.

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