



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issue to be Decided

Did the tenant provide the landlord with her forwarding address in writing? Did the landlord apply to retain the security deposit or return the security deposit in a timely manner? Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on May 01, 2012 and ended on July 31, 2013. The monthly rent was \$500.00. At the start of the tenancy, the tenant paid a security deposit of \$240.00. The tenant stated that she paid a key deposit of \$90.00 but did not have any proof of payment. The landlord denied having received \$90.00 for a key deposit.

The tenant stated that she did not provide her forwarding address to the landlord prior to serving the landlord with this notice of hearing. The tenant has applied for the return of double the security deposit and key deposit plus the filing fee.

The landlord stated that she did not return the deposit because the tenant had caused damage to the mattress. The tenant agreed that she had caused damage but the parties could not come to an agreement on the amount of the deduction from the security deposit.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

In this case, the tenant failed to provide the landlord with her forwarding address in writing and is therefore not entitled to the return of double the security deposit. However, I find that the landlord now has the tenant's forwarding address and must within 15 days of receipt of this decision, return the security deposit or make application to keep all or a portion of the deposit.

Since the tenant had not provided the landlord with a forwarding address, the landlord had no way of returning the deposit or making application for damages against it. Therefore I find that the tenant is not entitled to the recovery of the filing fee.

In regards to the landlord's claim relating to loss that she may have suffered, I am not able to either hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's application. That being said, I must point out that the landlord is at liberty to make a separate application for dispute resolution and to submit her evidence.

Conclusion

The tenant's application is dismissed. The landlord must return the security deposit or make application to retain all or a portion of it, within 15 days of receipt of this decision.

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: November 28, 2013

Residential Tenancy Branch

