



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD

Introduction

This is an application brought by the tenant requesting an order for the equivalent of double the \$200.00 security deposit for a total of \$400.00.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established a claim for return of double his \$200.00 security deposit.

Background and Evidence

This tenancy began on June 1, 2013 with a monthly rent of \$400.00 and at that time a security deposit of \$200.00 was collected.

The tenancy ended on September 30, 2014 and the tenant testified that the landlord was sent a forwarding address in writing on October 8, 2014.

The tenant further testified that the forwarding address was sent by regular mail, not by registered mail.

The landlord testified that he never received the tenants forwarding address in writing, and the first time he ever saw the letter was when he received the hearing package for today's hearing.

Analysis

The tenant has applied for the return of double the security deposit; however I am not convinced that the landlord ever received the forwarding address in writing, as required by the Residential Tenancy Act.

As stated above the tenant testified that the forwarding address was sent to the landlord by regular mail, however the landlord denies ever receiving that mail, and since it was not sent by registered mail there is no proof of receipt.

Section 38 of the Residential Tenancy Act states:

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.

Therefore since there is no proof that the landlord ever received a forwarding address in writing, the landlord was under no obligation to return the security deposit and therefore this application is premature.

I therefore dismiss this claim with leave to re-apply.

At the hearing the tenant stated that the address on the application for dispute resolution is the tenants present forwarding address; therefore the landlord is now considered to have received the forwarding address in writing as of today, June 15, 2015.

Conclusion

This application has been dismissed with leave to reapply.

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: June 15, 2015

