



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JAWAL BROTHERS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes MNSD

### Introduction

This is an application by the tenant(s) filed under the Residential Tenancy Act (the “Act”) for a monetary order for return of double the security deposit (the “Deposit”).

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Is the tenant entitled to a monetary order for return of double the Deposit?

### Background and Evidence

The tenancy began on February 1, 2015. Rent in the amount of \$550.00 was payable each month. A Deposit of \$275.00 was paid by the tenant.

The tenant testified that they vacated the premises on April 13, 2015. The tenant stated that they did not provide the landlord with their forwarding address as they did not know they had too.

The witness testified that they provided the landlord with the tenant’s forwarding address on April 14, 2015, as it was either written on a piece a paper by the landlord or that they gave it to the landlord.

The landlord denied receiving the tenant’s forwarding address prior to receiving the tenant’s application.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Return of security deposit and pet damage deposit is defined in Part 2 of the Act.

**Return of security deposit and pet damage deposit**

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.

In this case, both parties have provided a different version as to whether or not the landlord was served with the tenant's forwarding address prior to the hearing. I find without further evidence from the tenant, such a copy of the letter, that they have failed to prove their version of events.

Although I accept the landlord received the tenant's forwarding address in the tenant's application filed on April 30, 2015, it was the tenant's responsibility to provide the landlord written notice of the forwarding address in a separate, earlier document. As the other party may be lead to believe that because the matter is already scheduled to be heard, that it is too late for them to file a claim against the deposit.

Therefore, I find it appropriate that the landlord now has the tenant's forwarding address and must deal with the security deposit pursuant to Section 38 of the Act, and that the hearing date, October 5, 2015, is the date the landlord received it.

The landlord was informed at the hearing that they have 15 days from the date of the hearing to deal with the Deposit.

In light of the above, the tenant's application for return of the double the security deposit is dismissed with leave to reapply.

Conclusion

The tenant's application for return of double the security deposit is 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: October 05, 2015

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Residential Tenancy Branch

