



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application brought by the tenant requesting a monetary order for the return of a \$450.00 security deposit and requesting an order for any penalties required under the Residential Tenancy Act. The applicant is also requesting recovery of his \$100.00 filing fee.

A substantial amount of 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 and the witnesses the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witnesses.

Both parties were affirmed.

Issue(s) to be Decided

The issue is whether the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on July 1, 2015 for a fixed term, expiring June 30, 2016.

The parties also agree that the tenant vacated the rental unit on June 30, 2016.

Parties also agree that the tenant paid a security deposit of \$450.00 at the beginning of the tenancy and that the landlord returned that deposit in full on July 22, 2016.

The tenant is requesting an order that the landlord be required to pay double the security deposit, since the landlord did not apply for dispute resolution and did not return the security deposit within the 15 days after the landlord received his forwarding address by text, which was sent on June 30, 2016.

The landlord testified that she did receive the text from the tenant on June 30, 2016 however she contacted the Residential Tenancy Branch and was informed that the text was not a recognized method for service of a forwarding address in writing, and therefore she did not believe she was required to return the deposit until the tenant gave a proper forwarding address in writing. She further testified that she informed the tenant that a forwarding address by text was not a proper forwarding address.

The tenant testified that the landlord did tell him he had a forwarding address by text was not a valid method of serving a forwarding address in writing, however he further stated that he too contacted the Residential Tenancy Branch and was informed that sending a forwarding address by text was not a recognized method of service, but that he was also told that an Arbitrator has the authority to determine if a document has been sufficiently served for the purposes of the Act.

The tenant therefore believes that, since the landlord admits to having received the forwarding address by text on June 30, 2016, she should be required to pay double the amount of the security deposit, as that deposit was not returned until July 22, 2016.

Analysis

It is my decision that the tenant does not have the right to an order for double the security deposit.

First of all, the tenant is required to provide a full forwarding address in writing, and the address that the tenant provided by text has neither the name of the town/city, nor the postal code, and although the landlord may well have assumed the name of the town/city and been able to locate the postal code, it is not her job to do so. The full address must be provided by the tenant.

Secondly, although an Arbitrator does have the authority to determine if a document has been sufficiently served for the purposes of the Act, in this case I am not willing to state that the forwarding address in writing was sufficiently served for the purposes of the Residential Tenancy Act. The tenant himself admitted that he spoke with the Residential Tenancy Branch and was told that texts messages are not a recognized method of service, and therefore the tenant should have ensured that he did serve the forwarding address in writing by one of the recognized methods.

It is my decision therefore that, even though the landlord did return the full security deposit to the tenant, she was under no obligation to do so at the time, as she had not yet received the forwarding address in writing.

Since the landlord has already returned the full security deposit to the tenant I will issue no orders for the return of any security deposit funds.

It is also my decision that the applicant must bear the cost of the filing fee he paid for this dispute resolution hearing.

Conclusion

This application is dismissed in full without 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: January 23, 2017

Residential Tenancy Branch