



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNSD FF

Introduction

This hearing dealt with an application by the tenant for recovery of the security deposit. One of the two tenants and the landlord attended the teleconference hearing.

Issue(s) to be Decided

Did the landlord receive the tenants' written forwarding address?

Are the tenants entitled to recovery of the security deposit?

Background and Evidence

The tenancy began on May 1, 2008 and ended on May 30, 2008. The tenants paid a security deposit of \$325 on April 28, 2008. No move-in inspection report was completed. On May 29, 2008 the landlord did a brief inspection of the rental unit and then gave the tenants a cheque, post-dated for June 13, 2008, for the amount of \$325. A notation on the bottom of the cheque reads "cashable once inspection is passed." The landlord did a further inspection of the rental unit afterward and determined that there was damage for which the tenants were responsible, and for that reason the landlord put a stop payment on the cheque. On July 7, 2008 the tenants sent to the landlord by registered mail their written forwarding address. The address on the registered mail receipt is the correct mailing address for the landlord. The landlord denies having received the written forwarding address. The landlord has not returned the security deposit or applied for dispute resolution.

Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit.

The tenancy ended on May 30, 2008. The tenants sent their written forwarding address by registered mail on July 7, 2008. I find that the landlord did not provide adequate evidence to rebut the presumption that she was served with the written forwarding address; further, the landlord received the tenants' forwarding address in their application for dispute resolution but still did not either repay the security deposit or make an application for dispute resolution.

I find that the tenants have established a claim for the security deposit of \$325, accrued interest of \$3.30, and double the base amount of the security deposit in the amount of \$325, for a total of \$653.30. The tenants are also entitled to recover the \$50 filing fee for the cost of this application.

Conclusion

I grant the tenants an order under section 67 for the balance due of \$703.30. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated January 26, 2009.