



# 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 from the tenant for a monetary order for double the return of his security deposit and recovery of the filing fee. The tenant participated in the hearing and gave affirmed testimony. He was assisted by his advocate. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the landlord did not attend.

### Issue to be Decided

- Whether the tenant is entitled to a monetary order under the *Act*

### Background and Evidence

The original term of tenancy agreed to between the parties was from June 10 to December 30, 2008. Rent in the amount of \$900.00 was payable in advance on the first day of each month and a security deposit of \$500.00 was collected at the start of tenancy. By letter dated September 30, 2008, the tenant informed the landlord of his intent to vacate the unit on November 1, 2008. Subsequently, the tenant states he was coerced by the landlord to vacate the unit on October 30, 2008.

The tenant claims that as the landlord has not returned his security deposit within the time frame set out in the legislation, he seeks return of double the amount of his security deposit.

### Analysis

Section 38 of the *Act* addresses **Return of security deposit and pet damage deposit**. In particular, section 38(1) 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.

While the tenant testified that the landlord is aware of where he presently resides, he did not claim to have informed the landlord of his forwarding address in writing, and neither has he submitted any documentary evidence in that regard.

As to the tenant's wish to recover double the amount of his security deposit, section 38(6) of the *Act* provides:

38(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

Based on the undisputed testimony of the tenant and the limited documentary evidence submitted, I find that as the tenant has not informed the landlord of his forwarding

address in writing, he is not entitled to recover double the amount of his security deposit.

Notwithstanding all of the facts set out above, the tenant is presently free to inform the landlord in writing of his forwarding address and request that the landlord return his security deposit. Section 38(8) of the *Act* speaks to the service method that the landlord must use for return of the security deposit.

### **Conclusion**

I hereby dismiss the tenant's application for return of double the amount of his security deposit and recovery of the filing fee with leave to reapply.

DATE: February 5, 2009

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Dispute Resolution Officer