



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all 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 testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for an order for the respondent to pay double the \$700.00 security deposit to the applicant for a total order of \$1400.00

The applicant is also requesting an order that the respondent bear the \$50.00 cost of the filing fee paid for the application for dispute resolution.

Decision and reasons

The tenant has applied for the return of double the security deposit; however the tenant has not given the landlord a forwarding address in writing, as required by the Residential Tenancy Act,.

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Therefore at the time that the tenant applied for dispute resolution, the landlord was under no obligation to return the security deposit, and therefore this application is premature.

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.

Section 39 of the Residential Tenancy Act states:

39 Despite any other provision of this Act, if a tenant does not give a landlord a forwarding address *in writing* within one year after the end of the tenancy,

(a) the landlord may keep the security deposit or the pet damage deposit, or both, and

(b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.



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Conclusion

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

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: May 14, 2009.

Dispute Resolution Officer