



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes 38, 67, 72

Introduction

Some documentary evidence and written arguments have been submitted 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 return of double the \$275.00 security deposit, for a total claim a \$550.00

Decision reasons

The tenant has applied for the return of double the security deposit; however the tenant has not met the burden of proving that he gave the landlord a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for arbitration.

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.



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The tenant claims that he mailed a letter to the landlord on March 9, 2009 which contained a forwarding address in writing; however the tenant has supplied no evidence in support of this claim and the landlord denies ever receiving such a letter.

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

At the hearing the tenant stated that the address on the application for dispute resolution is the present forwarding address; therefore the landlord is now considered to have received the forwarding address in writing, as of today June 22, 2009

The landlord claims that the tenant failed to participate in a move out inspection and therefore he should not have to return the security deposit to the tenant; however the tenant denies that claim and claims that the landlord failed to offer to do a move out inspection. The burden of proving that the tenant was offered a chance to do a move out inspection lies with the landlord and when it is just the landlord's word against that of the tenant that burden of proof is not met. Therefore it's my decision that the tenant has not waived his right to the return of the security deposit.

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: June 22, 2009.

Dispute Resolution Officer

(Note: this decision was produced with the use of voice recognition software)