

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant for a Monetary Order for the return of double the security deposit and to recover the cost of the filing fee from the Landlord for this application.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on May 24, 2009. Mail receipt numbers were provided in the Tenant's evidence. The Landlord was deemed to be served the hearing documents on May 29, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The Landlord and the Tenant appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

Is the Tenant entitled to a Monetary Order under sections 38, 67, and 72 of the *Residential Tenancy Act*?

Background and Evidence

The tenancy was a fixed term tenancy which began on January 6, 2009 and was scheduled to end on April 30, 2009. Rent was paid in a lump sum payment of \$2,600.00 which equates to \$650.00 paid per month for the tenancy and the tenancy ended on April 28, 2009 when the Tenant vacated the rental unit.

The Tenant testified that the Landlord did not complete a move-in or a move-out inspection report and that the Landlord was not around on the day the Tenant moved out of the rental unit. The Tenant argued that he received a text message from the Landlord advising the Tenant to leave the rental keys in the rental unit on the day he moved out, and that is why the Tenant left the keys inside the rental unit with the door unlocked.

The Tenant testified that he did not provide the Landlord with a separate written notice with the Tenant's forwarding address but that the Landlord already had his forwarding address on the tenancy agreement.

The Landlord testified that he has not applied for an Order to retain the security deposit, that he withheld the security deposit as payment towards damage the Tenant caused to the rental unit, and that the Tenant has never given the Landlord his forwarding address in writing.

Analysis

Based on the testimony and documentary evidence before me I find that the tenancy ended April 28, 2009 and that the Tenant's forwarding address was not received by the Landlord in writing until the Landlord received a copy of the Tenant's application for dispute resolution.

Section 38(1) of the *Act* stipulates that if within 15 days after the later of: 1) the date the tenancy ends, and 2) the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit to the tenant with interest. I find that the Tenant did not provide the Landlord with his forwarding address in writing, prior to his application, so the Landlord is not subject to pay the Tenant double the security deposit as per section 38(6) of the *Act*; however I do find that the Tenant is entitled to the return of the original security deposit of \$325.00 plus interest of \$0.00.

I find that the Tenant has succeeded with their application and is entitled to recover the cost of the filing fee from the Landlord.

Monetary Order – I find that the Tenant is entitled to a monetary claim as follows:

Security Deposit plus Interest from January 6, 2009 to September 2, 2009 of \$0.00	\$325.00
Filing Fee	50.00
TOTAL AMOUNT DUE TO THE TENANT	\$375.00

Conclusion

I HEREBY FIND in favor of the Tenant's monetary claim. A copy of the Tenant's decision will be accompanied by a Monetary Order for \$375.00. The order must be served on the respondent Landlord and is enforceable through the Provincial Court as an order of that Court.

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: September 02, 2009.

Dispute Resolution Officer