



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD & FF

### Introduction

A substantial amount of 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 return of the \$600.00 security deposit double for a total of \$1200.00, plus a request that the respondent bear the \$50.00 cost of the filing fee that was paid for this hearing

### Decision and reasons

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

The tenant claims that she mailed the forwarding address in writing to the landlords by regular mail however the landlords denied ever receiving that mail.



# Dispute Resolution Services

Page: 2

Residential Tenancy Branch  
Ministry of Housing and Social Development

The burden of proving that a forwarding address in writing has been served on the landlords lies with the tenant and in this case she has not met that burden of proof.

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

The landlords applied for dispute resolution for an order to retain the full security deposit plus interest within 15 days of receiving the tenant's application for dispute resolution with the forwarding address on it.

Therefore the decision as to whether or not the security deposit is returned to the tenant will be dealt with on the landlord's application, and the provision for double the security deposit no longer applies, as the landlords applied within the time limit set out in the Residential Tenancy Act.

## Conclusion

This application is dismissed without leave to reapply.

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: November 24, 2009.

---

Dispute Resolution Officer