

## **DECISION**

**Dispute Codes:** MNSD FF

### **Introduction**

This application was brought by the tenant seeking a Monetary Order for return of her security deposit which was not returned at the end of the tenancy.

### **Issue(s) to be Decided**

This matter requires a decision on whether the tenant is entitled to Monetary Order for return of the security deposit and whether the amount should be doubled under section 38(6) of *the Act*..

### **Background and Evidence**

This tenancy ran from November 1, 2007 to July 31, 2009. Rent was \$550 per month and the landlord hold a security deposit of \$275 paid on November 1, 2007.

During the hearing, the tenant gave evidence that she had given verbal notice to end tenancy to the landlord's mother on July 7, 2009 after she had been notified by BC

Housing, on whose waiting list she had been registered, that they had a rental unit available for her. She stated that the landlord's mother had accepted the verbal notice and acknowledged that she had been an excellent tenant.

The landlord was preparing for his wedding at the time and stated that he was not aware the tenant was moving until he discovered the rental unit had been vacated on July 31, 2009. He said that he was able to find a new tenant for August 15, 2009.

The landlord stated that he had not received the tenant's forwarding address and while the tenant stated she had given it verbally to the landlord's mother, she did not have evidence that she had provided it in writing to the landlord.

## **Analysis**

Section 38(1) of the *Act* provides that, within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address, a landlord must return the deposit or make application for dispute resolution to claim against it.

Section 38(6) of the *Act* states that if the landlord does not comply with section 38(1), the landlord may not claim against the deposit and must pay the tenant double the amount of the deposit.

In this instance, I find that the tenant has not proven that the landlord had her forwarding address at the end of the tenancy. Therefore, I find that the landlord is

deemed to have the forwarding address from the time of this hearing and must return the deposit with interest within 15 days of receipt of this decision.

To that end, I find that the tenant is entitled to a Monetary Order for the amount of the security deposit

Security deposit	\$275.00
Interest on deposit (November 1, 2007 to date)	<u>4.83</u>
<b>TOTAL</b>	<b>\$279.83</b>

### **Conclusion**

Thus, the tenant's copy of this decision is accompanied by a Monetary Order for **\$279.83**, enforceable through the Provincial Court of British Columbia, for service on the landlord.

January 6, 2010