

## **DECISION**

Dispute Codes      MNSD, RPP, 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 a monetary order for \$1400.00, a request that the respondent bear the \$50.00 cost of the filing fee, and a request that the landlord be ordered to return an antique mirror that was left at the rental unit.

### Background and Evidence

The applicant testified that:

- She paid an original pet/security deposit totalling \$1300.00.
- She has not given the landlord permission to keep any of the security deposit.
- She sent the landlord a forwarding address in writing on October 13, 2009, by regular mail.
- The landlord has only returned a \$600.00 of the security deposit.
- When she moved out of the rental unit she left an antique mirror behind however she informed the landlord that she would be returning to collect the mirror.
- When she returned to collect the mirror, the new tenants in the rental unit would not allow her access to collect her mirror.

The applicant is therefore requesting an order for the landlord to pay double the remaining \$700.00 security deposit, for failing to return the deposit within the 15 day time limit, and an order for the return of her antique mirror.

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

The respondent testified that:

- They are fully willing to return the remaining \$700.00 of the tenant's security deposit however they have never received a forwarding address in writing from the tenant.
- They did not receive any letter from the tenant with a forwarding address, and had they done so they would have returned the \$700.00 to that address.
- They were also unaware that the tenant had not been able to retrieve her mirror and they are willing to check with the present tenants to see if it is there.

### Analysis

The tenant has applied for the return of double the remaining security deposit; however the tenant has not met the burden of proving that she has given the landlords a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for arbitration. The tenant claims to have mailed the forwarding address in writing by regular mail however the landlords testified that they did not receive that forwarding address.

Therefore at the time that the tenant applied for dispute resolution, the landlord(s) were under no obligation to return the security deposit however at the hearing the landlord stated they are fully willing to return the \$700.00 security deposit and therefore I have issued an order for them to do so.

I will not issue any order for the return of an antique mirror because there is no evidence to show that the landlords have seized this mirror, however at the hearing the landlord stated they will check with the present tenants to see if the mirror is still there.

I will not allow the tenants claim for the filing fee, because as stated above at the time that she applied the landlords were under no obligation to return the security deposit.

### Conclusion

I have issued an order for the respondent to pay \$700.00 to the applicant. The remaining claims are 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: July 21, 2010.

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Dispute Resolution Officer