



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This was an application by the tenant for the return of her security deposit including double the amount of the deposit. The hearing was conducted by conference call. The named parties attended on behalf of the applicant and respondent

Issues(s) to be Decided

Is the tenant entitled to a monetary award in the amount of double the amount of her security deposit?

Background and Evidence

The rental unit is a furnished suite in Whistler. The tenancy began on July 1, 2008 on a month to month basis with rent in the amount of \$1,500.00 payable on the first of each month. The tenant paid a security deposit of \$750.00 on or about June 18, 2008. The tenancy agreement does not is silent as to pets, but a pet deposit was not paid by the tenant.

On March 3, 2010 the tenant gave notice by e-mail that she intended to move out of the rental unit on March 31, 2010. The tenant moved out on March 31, 2010. The tenant did not provide evidence to show that she gave the landlord her forwarding address in writing at the end of the tenancy. She testified that her mailing address continued to be the same postal box address as she had during the tenancy and this was known to the landlord.

The landlord has not filed an application for dispute resolution to make a monetary claim against the tenant or to claim the tenant's security deposit. The landlord submitted evidence to support a claim for compensation as part of her evidence on this hearing but she has not made application to claim these amounts or to retain the security deposit.

Analysis and Conclusion

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the tenant's forwarding address is received in writing. The landlord's obligation to deal with the deposit is not triggered until such time as the landlord has received the address in writing. While the tenant may have continued to use her postal box as a mailing address, she did not give the landlord written notice of her forwarding address, I find that this is not sufficient to trigger the landlord's obligation to deal with the deposit. At the hearing the tenant confirmed that the address for service she provided on her application for dispute resolution is her forwarding address. The landlord is hereby put on notice that she is deemed to have received the tenant's forwarding address in writing on September 21, 2010 which is 5 days from the date of this decision. The landlord must either make an application for dispute resolution or return the deposit to the tenant no later than October 6, 2010.

The tenant's application is dismissed with leave to reapply