

DECISION

Dispute Codes MNSD

Introduction

This is an application by the Tenant for a monetary order for double the security deposit for failure on the part of the Landlord to return it.

Issues(s) to be Decided

Is the Tenant entitled to the return of double the security deposit?

Background and Evidence

Both parties appeared by conference call and gave affirmed testimony. The Tenant served the hearing documents by registered mail on September 3, 2010. This Tenancy began on September 1, 2005 with a written residential tenancy agreement on a month to month basis. The rent was for \$1,400.00 per month to be paid on or before the 1st of each month. A security deposit was made at the beginning of tenancy in the amount of \$700.00. No condition inspection reports for move-in or move-out were completed. The Tenant states that she sent her forwarding address in writing by regular mail on or about August 4, 2010. The Landlords state that they have never received it. Upon examination the Tenant has stated that she sent the forwarding address and request for the return of the security deposit to an address that the Landlord no longer resides at. The Tenant states that this is the first time she has corresponded with the Landlord by mail and had to look up the Landlords address. The Landlord states that they changed their address in May of 2009. The Landlord contends that this is the first time they have seen the forwarding address notice during the hearing. The Landlord commented during the hearing that the hearing package was sent by registered mail to the old address, but the address was corrected by some other party and forwarded to the new one.

Analysis

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 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. The Tenant may have sent her address by regular mail, but without confirmation that the Landlord received it. 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 they are deemed to have received the tenant's forwarding address in writing on October 12, 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 27, 2010.

Conclusion

I am dismissing with leave to reapply this application by the Tenant as I have deemed it premature for the above reasons.

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*.