

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant seeking the return of double of her security deposit.

The tenant provided documentary evidence that the landlord was served with notice of this application and hearing by registered mail on May 19, 2010. A search of the registered mail tracking information confirmed that the landlord received the documents.

The tenant provided affirmed evidence and made submissions to me.

Issues(s) to be Decided

Has the landlord breached the tenancy agreement, *Act* and regulations entitling the tenant to the return of double his security deposit?

Background and Evidence

The tenant testified that his tenancy began on April 1, 2008 for the monthly rent of \$1,200.00 and a \$600.00 security deposit. The tenancy ended on November 30, 2009.

The tenant provided a copy of an e-mail sent to the landlord on December 14, 2009 requesting the return of the security deposit and providing the landlord with a forwarding address. The tenant did not provide any evidence that the landlord responded to this e-mail.

On May 17, 2010 the tenant filed this application for Dispute Resolution and on May 19, 2010 sent a copy of the application, Notice of Hearing documents and a written letter to the landlord providing his forwarding address.

The tenant has not received any response to his two requests to have his security deposit returned.

Analysis

In the absence of the landlord and based on the oral and documentary evidence provided by the tenant I find as follows:

Section 38 of the *Act* requires that a landlord return a tenant's security deposit within fifteen days after the tenancy ends or after receiving the tenant's forwarding address in writing.

I find that the e-mail sent by the tenant on December 14, 2009 does not meet the tenant's obligation under section 38(1) of the *Act* to provide a forwarding address in writing to the landlord. I have no way of confirming that this e-mail was actually sent to or received by the landlord. There is no documented history to demonstrate that the parties regularly communicated by e-mail. As a result, I find that the landlord was not served with the tenant's forwarding address in writing until the tenant sent it to the landlord by registered mail on May 19, 2010.

I find that the tenant's application for Dispute Resolution seeking the return of double the security deposit plus interest is premature. At the time the tenant filed his application for Dispute Resolution, his right to the return of his security deposit had not yet crystallized as the landlord had not been provided with a forwarding address in writing.

I find that I can only Order that the landlord return the tenant's original security deposit of \$600.00 plus accumulated interest of \$6.76.

Conclusion

I grant the tenant's application in part. I grant the tenant a monetary Order for the sum of **\$606.76** comprised of the tenant's security deposit plus accumulated interest. This Order must be served on the landlord. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: October 07, 2010.

Dispute Resolution Officer