

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the tenant for the return of double her security deposit and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were given to the landlord in person by the tenant and the tenant gave affirmed testimony that service took place as declared. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlords' absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

Issues(s) to be Decided

- Is the tenant entitled to recover double her security deposit?

Background and Evidence

This tenancy started on March 01, 2009 and ended on May 01, 2010. Rent for this unit was \$900.00 per month and as due on the 31st of each month. The tenant paid her share of the security deposit of \$225.00 on February 16, 2009.

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The tenant states she sent her forwarding address to the landlord by text messaging on April 22, 2010. The tenant states the landlord has not returned her security deposit to her within the 15 allowable days and she claims double her security deposit to the sum of \$450.00.

The tenant states the address on her application for this proceeding is also her Post Office Box forwarding address.

Analysis

Section 38(1) of the *Residential Tenancy Act (Act)* says that a landlord (or the person acting as her agent) has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution.

The tenant argues that she sent the landlord her forwarding address by text message; however, this is not an acceptable method to give a forwarding address in writing. The tenant also argues that she gave the landlord her forwarding address in writing on her application; however, the address on the application is classed as an address for service and not necessarily a forwarding address. As the tenant has declared during the hearing that the address on her application is her forwarding address I will accept that the landlord has received the tenants forwarding address in writing as from today's date. Therefore, the landlord has until October 27, 2010 to either return the tenants' security deposit or make a claim to keep it pursuant to section 38(1) of the Act.

Consequently, the tenant is not entitled, at this time, to the return of her security deposit.



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Conclusion

The tenants' application is dismissed with 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: October 12, 2010.

Dispute Resolution Officer