



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD

Introduction

A substantial amount of documentary evidence, photo 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 \$950.00.

The applicant is claiming double the security deposit of \$450.00 for a total of \$900.00 and \$50.00 for moving costs.

Background and Evidence

The applicant testified that:

- She vacated the rental unit on April 30, 2010, and approximately 2 weeks later left a forwarding address in writing beside the landlord's door.
- The landlord has not returned any of her security deposit and therefore she is requesting an order that it be returned double.

- In the middle of her move the landlord moved all her belongings outdoors so that the new tenants could move-in at 1 p.m. in the afternoon and therefore she had to hire a friend to move her belongings a cost of \$50.00
- She has not provided a receipt for the \$50.00 as it was just a friend that she paid the money to.

Analysis

Security deposit

The tenant has applied for the return of double the security deposit; however the tenant has not met the burden of proving that she gave the landlord a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for arbitration.

The tenant claims to have left a forwarding address in writing beside the landlord's door, however, that is not a method of service that is recognized by the Residential Tenancy Act, and since the landlord denies finding a forwarding address, the landlord is not considered to have been served.

Therefore at the time that the tenant applied for dispute resolution, the landlord was under no obligation to return the security deposit and this application is premature.

I therefore dismiss this portion of the claim with leave to re-apply.

At the hearing the tenant stated that the address on the application for dispute resolution is the present forwarding address; therefore the landlord is now considered to have received the forwarding address in writing as of today November 25, 2010.



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Moving costs

The applicant has provided no evidence to support her claim that she paid to have her belongings moved and therefore I will not allow the \$50.00 claim for moving costs.

Conclusion

The claim for double the security deposit is dismissed with leave to reapply.

The \$50.00 claim for moving costs is 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: November 25, 2010.

Dispute Resolution Officer