



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes            MNSD, FF

### Introduction

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

Service of the hearing documents was done in accordance with section 89 of the *Act*, and were sent by registered mail to the landlord. The landlord confirmed receipt of the hearing documents and tenants evidence. The tenant confirmed receipt of the landlords' evidence.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

Is the tenant entitled to the return of double his security deposit?

### Background and Evidence

Both parties agree that this tenancy started on September 01, 2009. A written tenancy agreement was in place which states this was a fixed term tenancy which was due to expire on June 30, 2010. The tenancy ended on June 15, 2010. Rent for this unit was \$1,100.00 per month and was due on the first of each month. The tenant attending states they paid \$1,100.00 on August 30, 2009 as their security deposit. The landlord states the tenants paid \$550.00 security deposit and \$550.00 pet deposit on August 30, 2010.



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The tenant states he informed the landlord by e-mail on June 16, 2010 that his forwarding address was the same box number he had always used. The tenant claims the landlord gave them a cheque for \$264.73 on July 02, 2010 but retained the remainder of their security deposit of \$835.27 without the tenant's written consent. The tenant states the landlord did not complete a Move In or Move Out condition inspection with them at the start or end of the tenancy and he has provided copies of e-mail correspondence between them in which the landlord has asked them to take a final meter reading, to provide their forwarding address and to leave the key under the mat.

The tenant agrees that he did not give the landlord his forwarding address in writing at the end of the tenancy only by e-mail but states the address on his application is his forwarding address.

The Landlord states he withheld a portion of the tenant's security deposit as they did not cut the grass during the tenancy and he had to pay to have this done at a cost of \$441.00. he states and there were some outstanding utility bills for Shaw, TELUS and Hydro to the sum of \$394.27. The remainder was returned to the tenants. The landlord agrees that the tenants have not provided their forwarding address in writing but only by e-mail.

## Analysis

Section 38(1) of the *Act* says that a landlord 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. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

The tenant attending argues that although they did not give the landlord the forwarding address in writing he did give it by e-mail and the address on their application is their forwarding address. However, it is my decision that e-mail is not an acceptable manner in which a tenant may give his forwarding address to a landlord under the *Act*. A also find that the address on the



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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 his application is his 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 November 17, 2010 to either return the balance of 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 his security deposit.

## 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: November 02, 2010.

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Dispute Resolution Officer