



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 this 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 sent to the landlord by registered mail on July 16, 2010. 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 tenants agent. 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 the return of double his security deposit?

Background and Evidence

The tenants' agent states that this tenancy started on July 01, 2010 and ended on July 31, 2010. Rent for this unit was \$400.00 for the month and was paid on the first of the month. The tenant paid a security deposit of \$200.00 on May 11, 2010.

The tenant seeks the return of double his security deposit as his agent states his deposit was not returned to the tenant within 15 days of providing the landlord with his forwarding address in writing. The tenants' agent states the tenant sent the landlord an e-mail asking for his security



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deposit and included his forwarding address. The landlord responded by e-mail saying she could not return it at that time.

Analysis

The tenant has applied for the return of double his security deposit; however, the tenant did not give the landlord a forwarding address in writing, as required under section 38 (1) of the *Residential Tenancy Act*, prior to applying for arbitration. The tenant did give the landlord his forwarding address by e-mail however this is not an accepted form of communication for providing a forwarding address under the *Act*.

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

At the hearing the tenants' agent 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 09, 2010 and must either return the security deposit or file an application to keep it within 15 days of today's date pursuant to section 38 of the *Act*.

Conclusion

I therefore dismiss the tenants claim in its entirety with leave to re-apply.

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 09, 2010.

Dispute Resolution Officer